

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Loft Ipco LLC		09/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn, Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 62</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	6201212	ALL REWARDS	
Registration Number:	5872985	ALL THE FEELS	
Registration Number:	3848118	ANN	
Registration Number:	3020741	ANN	
Registration Number:	4202497	ANN INC.	
Registration Number:	5311531	ANN TAYLOR	
Registration Number:	5151458	ANN TAYLOR	
Registration Number:	4564791	ANN TAYLOR	
Registration Number:	4198062	ANN TAYLOR	
Registration Number:	4116293	ANN TAYLOR	
Registration Number:	3907931	ANN TAYLOR	
Registration Number:	3876692	ANN TAYLOR	
Registration Number:	3690357	ANN TAYLOR	
Registration Number:	3090418	ANN TAYLOR	
Registration Number:	3078842	ANN TAYLOR	
Registration Number:	1782601	ANN TAYLOR	
Registration Number:	1789470	ANN TAYLOR	
Registration Number:	1444585	ANN TAYLOR	
Registration Number:	1881093	ANNTAYLOR.	

CH \$1565.00 6201212

Property Type	Number	Word Mark
Registration Number:	2061836	ANNTAYLOR. LOFT
Registration Number:	2704411	ANNTAYLOR LOFT
Registration Number:	4097234	ANN TAYLOR LOFT
Registration Number:	3852568	ANN TAYLOR LOFT
Registration Number:	3202185	ANN TAYLOR LOFT
Registration Number:	3078844	ANN TAYLOR LOFT
Registration Number:	2825310	ANN TAYLOR LOFT
Registration Number:	4165141	ASCENA
Registration Number:	4165142	ASCENA RETAIL GROUP
Registration Number:	6086402	AT
Registration Number:	5428616	
Registration Number:	4984478	DEVIN
Registration Number:	5381994	HERLEAD
Registration Number:	6107465	INFINITELY LOFT
Registration Number:	5569238	INFINITE STYLE
Registration Number:	4954799	LIVE LOVE LOFT
Registration Number:	5360223	LOFT
Registration Number:	4201711	LOFT
Registration Number:	4097233	LOFT
Registration Number:	3907930	LOFT
Registration Number:	3703017	LOFT
Registration Number:	3700020	LOFT
Registration Number:	3434715	LOFT
Registration Number:	3488664	LOFT
Registration Number:	3359615	LOFT
Registration Number:	3268087	LOFTBEACH
Registration Number:	3699420	LOFT CARES
Registration Number:	4122560	LOFT LOVE LIST
Registration Number:	3697910	LOFT LOVES TEACHERS
Registration Number:	5675975	LOFT NEXT DOOR
Registration Number:	3350308	LOFT PETITES
Registration Number:	5438458	LOU & GREY
Registration Number:	4227493	LOVE LOFT
Registration Number:	5329930	RESPONSIBLY ANN
Registration Number:	5757713	SIGNATURESOFT
Registration Number:	6172856	SIGNATURE SOFTBLEND
Registration Number:	5560894	SO. CRAZY. COZY.
Registration Number:	5560897	SO. CRAZY. SOFT.

Property Type	Number	Word Mark
Registration Number:	6034570	SOFTSERVE
Serial Number:	97207460	ANN CARES
Serial Number:	97207465	LOFT WITH HEART
Serial Number:	97347563	RESPONSIBLY, ANN
Serial Number:	97496844	STYLEREWARDS

**CORRESPONDENCE DATA**

Fax Number: 617-341-77

*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: 617-341-7721

Email: michelle.bramwell@morganlewis.com

Correspondent Name: Michelle Bramwell, Paralegal

Address Line 1: One Federal Street

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

Address Line 4: Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Michelle Bramwell, Paralegal
<b>SIGNATURE:</b>	/Michelle Bramwell, Paralegal/
<b>DATE SIGNED:</b>	09/01/2022

**Total Attachments: 8**

source=Premium - Trademark Security Agreement (Loft Ipco) (2022)#page1.tif  
source=Premium - Trademark Security Agreement (Loft Ipco) (2022)#page2.tif  
source=Premium - Trademark Security Agreement (Loft Ipco) (2022)#page3.tif  
source=Premium - Trademark Security Agreement (Loft Ipco) (2022)#page4.tif  
source=Premium - Trademark Security Agreement (Loft Ipco) (2022)#page5.tif  
source=Premium - Trademark Security Agreement (Loft Ipco) (2022)#page6.tif  
source=Premium - Trademark Security Agreement (Loft Ipco) (2022)#page7.tif  
source=Premium - Trademark Security Agreement (Loft Ipco) (2022)#page8.tif

TRADEMARK SECURITY AGREEMENT dated as of September 1, 2022 (this “Agreement”), among LOFT IPCO LLC (the “Grantor”), and JPMORGAN CHASE BANK, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Premium Apparel LLC, a Delaware limited liability company (the “Company”), the Borrowing Subsidiaries from time to time party thereto (together with the Company, the “Borrowers”), the Grantor and the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Pledge and Security Agreement dated as of December 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrowers, the Grantor and the other subsidiaries of the Company listed on the signature pages thereof or from time to time party thereto, Premium Guarantor LLC, a Delaware limited liability company (“Parent”) and JPMCB, as Administrative Agent, for the benefit of the Lender Parties. The Lenders have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders to continue extending such credit are conditioned on, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1 Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2 Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Security Agreement did and hereby does collaterally assign and pledge to the Administrative Agent, its successors and assigns, for the benefit of the Lender Parties, and did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Lender Parties, a security interest in, all right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired by such Grantor (collectively, the “Trademark Collateral”):

- (a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top domain names, other source or business identifiers, 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, and all extensions or renewals thereof, including those listed on Schedule I attached hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all renewals of the foregoing; and

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of the foregoing described in clause (a) above, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark 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 4 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. The 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.

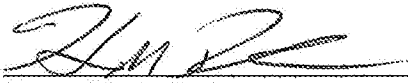
SECTION 5 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6 Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Pages to Follow]

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


**LOFT IPCO LLC,**  
as Grantor

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

[Premium Apparel – Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007838 FRAME: 0589**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By:   
Name: Hai Nguyen  
Title: Authorized Signatory




SCHEDULE I

Trademarks Owned by Loft Ipco LLC

*U.S. Trademark Registrations*

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
ANNTAYLOR.	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

*U.S. Trademark Applications*

Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ANN CARES	PENDING	97207460	07-JAN-2022			LOFT IPCO LLC
LOFT WITH HEART	PENDING	97207465	07-JAN-2022			LOFT IPCO LLC
RESPONSIBLY, ANN	PENDING	97347563	05-APR-2022			LOFT IPCO LLC
STYLEREWARDS	PENDING	97496844	11-JUL-2022			LOFT IPCO LLC

DB1/ 132474549.3

**RECORDED: 09/01/2022**

**TRADEMARK  
REEL: 007838 FRAME: 0594**