

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768871

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900721110		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tom's Urban IP Holder LLC		09/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sagard Holdings Manager LP		
Street Address:	1500 Robert-Bourassa Boulevard		
Internal Address:	7th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3A 3S8		
Entity Type:	Limited Partnership: QUEBEC		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4530966	TOM'S URBAN	
Registration Number:	6187800	TOM'S WATCH BAR	
Registration Number:	6187842	TOM'S WATCH BAR	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Fan.Yang@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	169037.00006		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	11/18/2022		

Total Attachments: 3

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This Trademark Security Agreement is made as of September 14, 2022 (this "Trademark Security Agreement"), by Tom's Urban IP Holder LLC (the "Grantor"), in favor of Sagard Holdings Manager LP, in its capacity as administrative agent for the holders of the Obligations (together with its successors and assigns in such capacity, the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and servicemarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security and Pledge Agreement, dated September 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

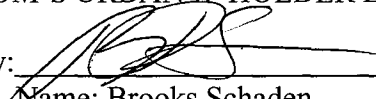
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

TOM'S URBAN IP HOLDER LLC

By: 
Name: Brooks Schaden
Title: President

SCHEDULE A TO
GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications:

	Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
1	Tom's Urban IP Holder LLC	TOM'S URBAN	86015595	20-JUL-2013	4530966	13-MAY-2014	Registered
2	Tom's Urban IP Holder LLC	TOM'S WATCH BAR	88452383	30-MAY-2019	6187800	03-NOV-2020	Registered
3	Tom's Urban IP Holder LLC	TOM'S WATCH BAR 	88491930	27-JUN-2019	6187842	03-NOV-2020	Registered