

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760703

<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>
Guru Denim LLC		10/07/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Second Avenue Capital Partners LLC		
<b>Street Address:</b>	75 Second Avenue		
<b>Internal Address:</b>	Suite 550		
<b>City:</b>	Needham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02494		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3147244		
<b>Registration Number:</b>	2917187	TRUE RELIGION BRAND JEANS WORLD TOUR FAS	
<b>Registration Number:</b>	4956225	U	
<b>Registration Number:</b>	5200144	U	
<b>Registration Number:</b>	3482001		
<b>Registration Number:</b>	3862183		
<b>Registration Number:</b>	3607799		
<b>Registration Number:</b>	3720222		
<b>Registration Number:</b>	3978250		
<b>Registration Number:</b>	3282490	TRUE RELIGION BRAND JEANS	
<b>Registration Number:</b>	3561465		
<b>Registration Number:</b>	3561466		
<b>Registration Number:</b>	5738461	U	
<b>Registration Number:</b>	3963295	TRUE RELIGION	
<b>Registration Number:</b>	3162614	TRUE RELIGION	
<b>Registration Number:</b>	3628973	TRUE RELIGION	
<b>Registration Number:</b>	3162615	TRUE RELIGION	
<b>Registration Number:</b>	3884465	TRUE RELIGION	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	5581566	LAST STITCH
Registration Number:	3120797	TRUE RELIGION BRAND JEANS
Registration Number:	3120798	TRUE RELIGION BRAND JEANS
Registration Number:	3219110	
Registration Number:	5121711	
Registration Number:	3397067	U
Registration Number:	4723750	TRUE RELIGION
Registration Number:	6076219	U
Registration Number:	6076218	U
Registration Number:	6240494	U
Registration Number:	6222770	U
Registration Number:	6076217	U
Registration Number:	5957280	TRUE RELIGION WORLD TOUR FASHION FOR THE
Registration Number:	6148104	TRUE RLGN

**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:** 6172485000  
**Email:** tmadmin@choate.com  
**Correspondent Name:** Sara M. Bauer  
**Address Line 1:** Two International Place  
**Address Line 2:** Choate Hall & Stewart LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	2013024-0020
<b>NAME OF SUBMITTER:</b>	Catherine C. Maresh
<b>SIGNATURE:</b>	/Catherine C. Maresh/
<b>DATE SIGNED:</b>	10/12/2022

**Total Attachments: 8**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 7, 2022, is by and between the Grantors listed on the signature pages hereof (collectively, the "Grantors"), and **SECOND AVENUE CAPITAL PARTNERS LLC**, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, together with its successors, the "Agent").

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to an ABL Loan and Security Agreement, dated as of the date hereof (as it may be from time to time amended, restated, modified or supplemented, the "Loan Agreement"), in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

Now, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Loan Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meanings given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all trademarks of such Grantor, whether now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I attached hereto (the "Trademarks").

SECTION 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Authorization to Supplement. If Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademarks registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademarks rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in the Grantors' Trademarks, whether or not listed on Schedule I.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Loan Agreement, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York; provided, however, that if the laws of any jurisdiction other than the State of New York shall govern in regard to the validity, perfection or effect of perfection of any Lien or in regard to procedural matters affecting enforcement of any Liens in the Trademarks, such laws of such other jurisdictions shall continue to apply to that extent.

SECTION 8. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office and the Canadian Intellectual Property Office record this Trademark Security Agreement against the Trademarks.

[signature pages follow]

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

**GRANTORS:**

**GURU DENIM LLC**

DocuSigned by:

By: 

000114ADF27A1E5...  
Name: Michael Buckley

Title: Chief Executive Officer

**SECOND AVENUE CAPITAL PARTNERS LLC,**  
as Agent

DocuSigned by:

By: Michael Russell

Name: ~~Michael Russell~~

Title: Managing Director

SCHEDULE I

**United States Registered Trademarks:**

<b>Trademark Name</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
Horseshoe and Pocket Design	United States	76/633,022	03/09/2005	3,147,244	09/26/2006	Guru Denim LLC
TRUE RELIGION BRAND JEANS WORLD TOUR FASHION FOR THE SENSES SECTION ROW SEAT	United States	78/168,436	09/26/2002	2,917,187	01/11/2005	Guru Denim LLC
U Design	United States	85/984,091	01/23/2013	4,956,225	05/10/2016	Guru Denim LLC
U Design	United States	85/983,584	01/23/2013	5,200,144	05/09/2017	Guru Denim LLC
U Design	United States	78/168,317	09/26/2002	3,482,001	08/05/2008	Guru Denim LLC
Buddha and Guitar Design	United States	78/918,251	06/27/2006	3,862,183	10/12/2010	Guru Denim LLC
Buddha and Guitar Design	United States	78/980,963	06/27/2006	3,607,799	04/14/2009	Guru Denim LLC
Buddha and Guitar Design	United States	78/981,254	6/27/2006	3,720,222	12/01/2009	Guru Denim LLC
Buddha and Guitar Design	United States	85/192,668	12/07/2010	3,978,250	06/14/2011	Guru Denim LLC
TRUE RELIGION BRAND JEANS	United States	78/685,223	08/03/2005	3,282,490	08/21/2007	Guru Denim LLC
Horseshoe and Pocket Design	United States	76/658,114	04/10/2006	3,561,465	01/13/2009	Guru Denim LLC
Horseshoe and Buttoned Pocket Design	United States	76/658,121	04/10/2006	3,561,466	01/13/2009	Guru Denim LLC
U	United States	88/078,146	08/14/2018	5,738,461	04/30/2019	Guru Denim LLC
TRUE RELIGION	United States	78/918,258	06/27/2006	3,963,295	05/17/2011	Guru Denim LLC
TRUE RELIGION	United States	78/769,351	12/08/2005	3,162,614	10/24/2006	Guru Denim LLC
TRUE RELIGION	United States	78/981,010	06/27/2006	3,628,973	05/26/2009	Guru Denim LLC

TRUE RELIGION	United States	78/769353	12/08/2005	3,162,615	10/24/2006	Guru Denim LLC
TRUE RELIGION	United States	78/981,807	06/27/2006	3,884,465	11/30/2010	Guru Denim LLC
LAST STITCH	United States	87/363,084	03/08/2017	5,581,566	10/09/2018	Guru Denim LLC
TRUE RELIGION BRAND JEANS	United States	78/769,345	12/08/2005	3,120,797	07/25/2006	Guru Denim LLC
TRUE RELIGION BRAND JEANS	United States	78/769,347	12/05/2005	3120798	07/25/2006	Guru Denim LLC
Jeans Design	United States	78/769,338	12/08/2005	3,219,110	03/13/2007	Guru Denim LLC
Jeans Design	United States	86/421,142	10/10/2014	5,121,711	01/17/2017	Guru Denim Inc. DBA True Religion Brand Jeans
Horseshoe Design - Red	United States	77/044,078	11/14/2006	3,397,067	03/18/2008	Guru Denim LLC
TRUE RELIGION	United States	86/395,300	09/15/2014	4,723,750	04/21/2015	Guru Denim LLC
U	United States	88/410,173	04/30/2019	6,076,219	06/09/2020	Guru Denim LLC
U	United States	88/410,172	04/30/2019	6,076,218	06/09/2020	Guru Denim LLC
U	United States	88/410,163	04/30/2019	6,240,494	01/05/2021	Guru Denim LLC
U	United States	88/410,158	04/30/2019	6,222,770	12/15/2020	Guru Denim LLC
U	United States	88/410,169	04/30/2019	6,076,217	06/09/2020	Guru Denim LLC
TRUE RELIGION WORLD TOUR FASHION FOR THE SENSES SECTION ROW SEAT	United States	88/223,602	12/10/2018	5,957,280	01/07/2020	Guru Denim LLC
TRUE RLG N	United States	88/058,595	07/30/2018	6,148,104	09/08/2020	Guru Denim LLC



**United States Trademark Applications:**

<b>Trademark Name</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
TRUE RELIGION	United States	97/438,458	01-Jun-2022	Guru Denim LLC
TRUE RELIGION	United States	97/438,461	01-Jun-2022	Guru Denim LLC
TRUE RELIGION	United States	97/438,469	01-Jun-2022	Guru Denim LLC
U Design	United States	97/438,477	01-Jun-2022	Guru Denim LLC
U Design	United States	97/438,482	01-Jun-2022	Guru Denim LLC
U Design	United States	97/438,488	01-Jun-2022	Guru Denim LLC
Man with Guitar Design	United States	97/438,497	01-Jun-2022	Guru Denim LLC
Man with Guitar Design	United States	97/438,505	01-Jun-2022	Guru Denim LLC
Man with Guitar Design	United States	97/438,509	01-Jun-2022	Guru Denim LLC
U Design	United States	88/410,168	30-Apr-2019	Guru Denim LLC
Man with Guitar Design	United States	88/410,156	30-Apr-2019	Guru Denim LLC

**Canadian Trademarks:**

<b>Trademark Name</b>	<b>Country</b>	<b>Registration No. / Application No.</b>	<b>Registration Date / Application Date</b>	<b>Owner</b>
TRUE RELIGION	Canada	TMA994578 App. No. 1582750	04/17/2018 06/19/2012	Guru Denim LLC
BUDDHA FACE LOGO	Canada	App. No. 1937728	12/21/2018	Guru Denim LLC
TRUE RELIGION WORLD TOUR FASHION FOR THE SENSES SECTION ROW SEAT & DESIGN	Canada	App. No. 1937731	12/21/2018	Guru Denim LLC
TRUE RELIGION BRAND JEANS	Canada	TMA789226 App. No. 1472196	02/01/2011 03/08/2010	Guru Denim LLC
U Design	Canada	TMA763227 App. No. 1409837	03/31/2010 09/08/2008	Guru Denim LLC
TRUE RELIGION &	Canada	TMA656297 App. No. 1237085	01/11/2006 11/12/2004	Guru Denim LLC

Design				
TRUE RELIGION BRAND JEANS WORLD TOUR and Design	Canada	TMA868822 App. No. 1571270	01/10/2014 03/30/2012	Guru Denim LLC
U Design	Canada	TMA729199 App. No. 1324859	11/21/2008 11/20/2006	Guru Denim LLC
MYRLGN	Canada	App. No. 1941573	01/18/2019	Guru Denim LLC
FULL BUDDHA AND GUITAR DESIGN	Canada	App. No. 1937840	12/21/2018	Guru Denim LLC
TRUE RLGN	Canada	App. No. 1937726	12/21/2018	Guru Denim LLC
Man with guitar design	Canada	2004157 International Registration No. 1507582	30-Oct-2019	Guru Denim LLC
U	Canada	2008781  International Registration No. 1510452	30-Oct-2019	Guru Denim LLC