

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765783

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paige, LLC		11/03/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6694369	PAIGE	
Registration Number:	6053489	PAIGE	
Registration Number:	5798838	PAIGE	
Registration Number:	5682917	PAIGE	
Registration Number:	5523189	PAIGE	
Registration Number:	5077242	LAUREL CANYON	
Registration Number:	4459362	UUUUUUUUU	
Registration Number:	4289790	PAIGE DENIM CO. LOS ANGELES	
Registration Number:	4237703	PAIGE	
Registration Number:	4128766	PAIGE	
Registration Number:	4046193	PAIGE	
Registration Number:	3773668		
Registration Number:	3702471		
Registration Number:	3671082		
Registration Number:	3566793	PAIGE	
Registration Number:	3495555	PAIGE PREMIUM DENIM	
Registration Number:	3331033	HOLLYWOOD HILLS	
Registration Number:	3328000	PPD	
Registration Number:	3308211	PAIGE	

CH \$515.00 6694369

Property Type	Number	Word Mark
Registration Number:	3301653	PAIGE PREMIUM DENIM

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/04/2022

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified, this "Agreement") is made as of the 3rd day of November, 2022, by and among PAIGE, LLC, a California limited liability company (the "Debtor") in favor of HSBC BANK USA, NATIONAL ASSOCIATION (the "Administrative Agent") for the benefit of the Senior Secured Creditors.

Reference is hereby made to that certain (i) Security Agreement, dated as of November 3, 2022 (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Debtor and PPD Holding, LLC, a Delaware limited liability company ("Holdings") in favor of the Administrative Agent for the benefit of the Senior Secured Creditors and (ii) Loan Agreement dated as of November 3, 2022 (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified, the "Loan Agreement"), by and among the Debtor, as the Borrower, Holdings, the other guarantors from time to time party thereto, the Lenders from time to time party thereto and HSBC Bank USA, National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent.

All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Security Agreement or the Loan Agreement, as applicable.

WITNESSETH:

WHEREAS, the Debtor and the Bank Group Parties are herewith entering into the Loan Agreement;

WHEREAS, as a condition precedent to the Bank Group Parties entering into the Loan Agreement, the Bank Group Parties have required that the Debtor execute and deliver this Agreement to the Administrative Agent for the benefit of the Senior Secured Creditors;

WHEREAS, in order to induce the Bank Group Parties to enter into the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Administrative Agent for the benefit of the Senior Secured Creditors; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on, among other things, all of the Debtor's Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Administrative Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Patent and Trademark Collateral");

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each United States patent and patent

application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each United States mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of the Secured Obligations.

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any "intent to use" trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement of use is filed and accepted).

2. Termination of Agreement. Subject to Section 20 of the Security Agreement, the security interest granted herein shall terminate and the Administrative Agent shall execute and deliver to the Debtor any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Patent and Trademark Collateral under this Agreement. Any execution and delivery of documents by the Administrative Agent pursuant to this Section shall be without representation or warranty by the Administrative Agent.

3. Rights and Remedies. The Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Severability. The provisions of this Agreement are severable, and if any clause or

provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

5. Amendments; Waivers. Section 15 (*with respect to Amendments and Waivers*) of the Security Agreement is hereby incorporated herein by reference.

6. Successors and Assigns; Consent to Jurisdiction; Waiver of Jury Trial. Sections 20 (*Successor and Assigns*) and 21 (*Consent to Jurisdiction; Waiver of Jury Trial*) of the Security Agreement is hereby incorporated herein by reference.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive Laws of the State of New York (without reference to conflict of law principles).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has executed this Agreement as of the date first written above.

PAIGE, LLC, as the Debtor

By 

Name: Walter Lacher

Title: Chief Financial Officer and Treasurer

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007890 FRAME: 0677

SCHEDULE A

U.S. Patents

None.




SCHEDULE B


U.S. Patent Applications

None.

SCHEDULE C

U.S. Registered Trademarks

Trademark	Status	Goods/ Services	Reg. No.
PAIGE	Registered	(Int. Cl. 9) Sunglasses; Eyewear; Eyewear Accessories, Namely, Eyeglass Cases	6694369
PAIGE	Registered	(Int. Cl. 25) Socks	6053489
PAIGE	Registered	(Int. Cl. 35) Retail Store Services Featuring Clothing, Footwear, Apparel Accessories, Handbags, And Jewelry	5798838
PAIGE	Registered	(Int. Cl. 4) Candles (Int. Cl. 25) Belts	5682917
PAIGE	Registered	(Int. Cl. 18) Purses, All-Purpose Carrying Bags, Clutches, And Handbags Of Leather, Suede, Imitation Leather, And Non-Leather Fabrics (Int. Cl. 25) Belts Of Leather, Suede, Imitation Leather, And Non-Leather Fabrics	5523189
LAUREL CANYON	Registered	(Int. Cl. 25) Clothing, Namely, Jeans And Pants	5077242
Design Only 	Registered	(Int. Cl. 25) Bottoms; Jeans; Pants; Shorts	4459362
PAIGE DENIM CO. LOS ANGELES	Registered	(Int. Cl. 25) Clothing And Apparel Made In Whole Or Part Of Denim, Namely, Jeans, Pants, Bottoms, Shorts, Tops, Jackets	4289790
PAIGE	Registered	(Int. Cl. 25) Shoes	4237703
PAIGE	Registered	(Int. Cl. 25) Shorts	4128766
PAIGE	Registered	(Int. Cl. 25) Clothing, Namely, Jeans, Pants, Leggings, Skirts, Dresses, Shirts, T-Shirts, Tank Tops, Jackets	4046193
Design Only 	Registered	(Int. Cl. 25) Clothing And Active Wear, Namely, Blouses, Bottoms, Dresses, Jackets, Jeans, Pants, Shirts, Shorts, Skirts, Tops	3773668
Design Only 	Registered	(Int. Cl. 25) Clothing And Active Wear, Namely, Blouses, Bottoms, Dresses, Jackets, Jeans, Pants, Shirts, Shorts, Skirts, Vests, Tank Tops, Tops	3702471

Trademark	Status	Goods/ Services	Reg. No.
Design Only 	Registered	(Int. Cl. 25) Clothing And Active Wear, Namely, Blouses, Dresses, Jackets, Jeans, Pants, Shirts, Shorts, Skirts, Tank Tops, Tops	3671082
PAIGE	Registered	(Int. Cl. 25) Jeans; Shorts; Skirts; Shirts	3566793
PAIGE PREMIUM DENIM	Registered	(Int. Cl. 25) Jeans	3495555
HOLLYWOOD HILLS	Registered	(Int. Cl. 25) Clothing, Namely, Jeans, Pants, Overalls	3331033
PPD	Registered	(Int. Cl. 25) Clothing, Namely, Jeans, Pants, Overalls, Sweatpants, Leggings, Skirts, Dresses, Shirts, T-Shirts, Vests, Sweatshirts, Tank Tops, Jackets, Coats, Sweaters, Overcoats, Bathing Trunks, Bathing Suits, Underwear, Loungewear, Sleepwear, Scarves, Belts; Headwear, Namely, Hats, Caps, And Visors; Footwear, Namely, Socks And Shoes	3328000
PAIGE	Registered	(Int. Cl. 18) Satchels	3308211
PAIGE PREMIUM DENIM	Registered	(Int. Cl. 25) Clothing, Namely Jeans, Pants, Overalls, Skirts, Dresses, Shirts, T-Shirts, Vests, Jackets, Coats, Underwear, Loungewear, Sleepwear, Scarves, Belts, All Of The Foregoing Of Denim; Headwear, Namely Hats, Caps, And Visors, All Of The Foregoing Of Denim	3301653

SCHEDULE D

U.S. Applications for Trademark Registration

None.