

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXPRESS, LLC		11/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO, NATIONAL ASSOCIATION		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97680446	FORENZA	
Registration Number:	6342307		
Registration Number:	6798764	COMFORT FOR GOOD	
Registration Number:	6317318		
Registration Number:	6808581	THE ALCHEMY CORNER	
Registration Number:	6415935	X	
Registration Number:	6696632	EXPRESS EDIT	
Serial Number:	97450182	UPWEST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		

OP \$215.00 97680446

ATTORNEY DOCKET NUMBER:	1839140
NAME OF SUBMITTER:	Janet Wamsley
SIGNATURE:	/Janet Wamsley/
DATE SIGNED:	11/23/2022
Total Attachments: 7 source=Scan#page2.tif source=Scan#page3.tif source=Scan#page4.tif source=Scan#page5.tif source=Scan#page6.tif source=Scan#page7.tif source=Scan#page8.tif	

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated November 23, 2022, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Express Holding, LLC, a Delaware limited liability company, Express, LLC, a Delaware limited liability company, and the Subsidiary Guarantors (as defined in the Credit Agreement referred to below), among others, have entered into that certain Second Amended and Restated Asset-Based Loan Credit Agreement, dated as of May 20, 2015 (as amended by that certain Third Amendment to Second Amended and Restated Asset-Based Loan Credit Agreement and First Amendment to Second Amended and Restated Security Agreement, dated as of the date hereof (the “*Third Amendment*”), and as further amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the “*Credit Agreement*”), with Wells Fargo Bank, National Association, as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Second Amended and Restated Security Agreement, dated as of January 13, 2021, made by the Grantor and such other Persons to the Collateral Agent (as amended by the Third Amendment and as further amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement, dated as of January 13, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Additional Collateral*”):

(a) any and all Patents (as defined in the Security Agreement), including, without limitation, the patents and patent applications set forth in Schedule A hereto together with any and all (i) rights, priorities and privileges arising under applicable law with respect to the foregoing, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof;

(b) any and all Trademarks (as defined in the Security Agreement) and the Goodwill (as defined in the Security Agreement) associated therewith and symbolized thereby, and all registrations and applications for the foregoing, including, without limitation, the registrations and applications set forth in Schedule B hereto, together with any and all (i) rights, priorities and privileges arising under applicable law with respect to the foregoing, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements and dilutions thereof;

(c) any and all Copyrights (as defined in the Security Agreement) and exclusive Copyright licenses and all registrations and applications for registration thereof, including, without limitation, the registrations, applications and exclusive licenses set forth in Schedule C hereto, together with any and all (i) rights, priorities and privileges arising under applicable law with respect to the foregoing, (ii) renewals, restorations, supplemental registrations, and extensions thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present or future infringements thereof; and

(d) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

SECTION 2. Security for Obligations.

(a) The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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.

(b) Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement Supplement, and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement Supplement, (i) as between the Collateral Agent, on one hand, and the Grantor, on the other hand, the terms of this IP Security Agreement Supplement shall govern and control, and (ii) as between the Collateral Agent, on one hand, and the Term Collateral Agent, on the other hand, the terms of the ABL Intercreditor Agreement shall govern and control.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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. To the extent there is any conflict with the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5. Termination. This IP Security Agreement Supplement shall terminate concurrently with the termination of the Security Agreement in accordance with the terms thereof.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

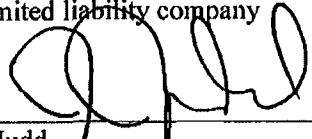
SECTION 7. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic transmission shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement.

[signature page follows]

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

GRANTOR:

EXPRESS, LLC,
a Delaware limited liability company

By: 
Name: Jason Judd
Title: Chief Financial Officer

Address for Notices:
One Express Drive,
Columbus, Ohio 43230

[Signature Page to Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 007901 FRAME: 0327

SCHEDULE A – PATENTS

None.

SCHEDULE B – TRADEMARKS

Owner	Trademark	Country	Application No	Application Date	Registration No	Registration Date	Status
Express, LLC	Forenza	United States of America	97680446	Nov/16/2022			Pending
Express, LLC	(Device Only)	United States of America	88466150	Jun/10/2019	6342307	May/04/2021	Registered
Express, LLC	COMFORT FOR GOOD	United States of America	90482194	Jan/22/2021	6798764	Jul/19/2022	Registered
Express, LLC	Compass Design	United States of America	88979975	Jun/10/2019	6317318	Apr/06/2021	Registered
Express, LLC	THE ALCHEMY CORNER	United States of America	90840661	Jul/21/2021	6808581	Aug/02/2022	Registered
Express, LLC	X	United States of America	90256801	Oct/15/2020	6415935	Jul/13/2021	Registered
Express, LLC	EXPRESS and Griffin Design	China	63147526	Mar/09/2022			Pending
Express, LLC	EXPRESS EDIT	United States of America	90358854	Dec/04/2020	6696632	Apr/12/2022	Registered
Express, LLC	UPWEST	China	65248863	Jun/13/2022			Pending
Express, LLC	UPWEST	United States of America	97450182	Jun/09/2022			Pending

SCHEDULE C – COPYRIGHTS

None.