

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769161

<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>
TR HOLDING, LLC		11/08/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDTCP INVESTMENTS 2018, LLC		
<b>Street Address:</b>	401 NORTH MICHIGAN AVE., SUITE 3100		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	BYRON D. TROTT		
<b>Street Address:</b>	401 NORTH MICHIGAN AVENUE		
<b>Internal Address:</b>	SUITE 3100		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	THE RENKER FAMILY TRUST DATED APRIL 23, 1993		
<b>Street Address:</b>	47220 WEST EL DORADO DRIVE		
<b>City:</b>	INDIAN WELLS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92210		
<b>Entity Type:</b>	Trust: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3795042	THE ROW	
<b>Registration Number:</b>	4123159	THE ROW	
<b>Serial Number:</b>	97529453	THE ROW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$90.00 3795042

**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:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Kyle Noreiga  
**Address Line 1:** 1025 Connecticut Ave., NW, STE. 712  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1836966
<b>NAME OF SUBMITTER:</b>	ALISON MOSES
<b>SIGNATURE:</b>	/Alison Moses/
<b>DATE SIGNED:</b>	11/21/2022

**Total Attachments: 7**

source=Trademark Recordation Form for TR HOLDING, LLC#page4.tif  
source=Trademark Recordation Form for TR HOLDING, LLC#page5.tif  
source=Trademark Recordation Form for TR HOLDING, LLC#page6.tif  
source=Trademark Recordation Form for TR HOLDING, LLC#page7.tif  
source=Trademark Recordation Form for TR HOLDING, LLC#page8.tif  
source=Trademark Recordation Form for TR HOLDING, LLC#page9.tif  
source=Trademark Recordation Form for TR HOLDING, LLC#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "**Supplement**") is made as of November 8, 2022 and entered into by and between (1) each of the entities party hereto as a grantor (collectively the "**Grantors**") and (2) each of the lenders party hereto as a secured party (together with their respective successors and assigns, the "**Secured Parties**").

### RECITALS:

**WHEREAS**, reference is made to (i) that certain Pledge and Security Agreement, dated as of July 28, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantors and the Secured Parties; and (ii) that certain Intellectual Property Security Agreement, dated as of July 28, 2020 (the "**IP Security Agreement**"), by and among the Grantors and the Secured Parties, which was recorded with the United States Patent and Trademark Office on July 30, 2020, at Reel/Frame 053357/0967 and 7025/0466; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the prompt and complete payment in full of the Secured Obligations, granted to the Secured Parties a security interest in and continuing lien on all of such Grantor's Collateral, including, without limitation, the Intellectual Property of the Grantors and (ii) agreed to execute this Supplement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Parties agree as follows:

**Section 1. Supplement.** Schedule 1 to the IP Security Agreement is hereby amended and supplemented by adding thereto the issuances, registrations and applications referred to in **Schedule 1** hereto, and all references in the IP Security Agreement to Schedule 1 thereto are hereby amended to such Schedule 1 as supplemented by Schedule 1 hereto.

**Section 2. Grant of Security.** Without limiting the foregoing, as collateral security for the prompt and complete payment or performance in full when due (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 USC §362(a) (and any successor provision thereof)) of all of the Secured Obligations, each Grantor hereby grants to the Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following:

(a) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all issuances, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Patents**").

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of

a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”), but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks.

(c) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, and (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, including, without limitation, with respect to each of clauses (A) and (B): (i) any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

**Section 3. Recordation.** Each Grantor requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this Supplement.

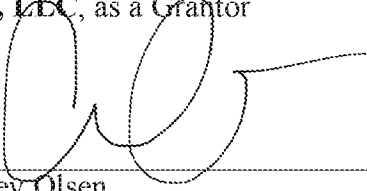
**Section 4. Counterparts.** This Supplement may be executed in counterparts, each of which shall constitute an original, and all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Supplement by facsimile or in electronic format shall be as effective as delivery of a manually executed counterpart of this Supplement.

**Section 5. Governing Law.** This Supplement shall be construed in accordance with and governed by the law of the State of New York.

**Section 6. Conflict Provision.** The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, the IP Security Agreement and the Loan Agreement, all terms and provisions of which Pledge and Security agreement and Loan Agreement are incorporated herein by reference. In the event that any provisions of this Supplement are in conflict with the Pledge and Security Agreement or the Loan Agreement, the provisions thereof shall govern.

**IN WITNESS WHEREOF**, each Grantor and the Secured Parties have caused this Supplement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

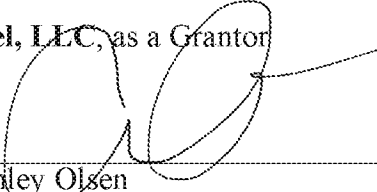
**TR Holding, LLC**, as a Grantor

By:   
Name: Ashley Olsen  
Title: Co-Chief Executive Officer

**BDTCP Investments 2018, LLC**, as a Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TR Apparel, LLC**, as a Grantor

By:   
Name: Ashley Olsen  
Title: Co-Chief Executive Officer

**BYRON D. Trott**, as a Secured Party

By: \_\_\_\_\_  
Name: Byron D. Trott  
Title: \_\_\_\_\_

**The Renker Family Trust dated April 23, 1993**, as a Secured Party

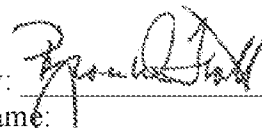
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor and the Secured Parties have caused this Supplement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**TR Holding, LLC**, as a Grantor

By: \_\_\_\_\_  
Name:  
Title:


**BDTCP Investments 2018, LLC**, as a Secured Party

By:   
Name: \_\_\_\_\_  
Title:

**TR Apparel, LLC**, as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**BYRON D. Trott**, as a Secured Party

  
Byron D. Trott

**The Renker Family Trust dated April 23, 1993**, as a Secured Party

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor and the Secured Parties have caused this Supplement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**TR Holding, LLC**, as a Grantor

**BDTCP Investments 2018, LLC**, as a Secured Party

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:


**TR Apparel, LLC**, as a Grantor

**BYRON D. Trott**, as a Secured Party

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Byron D. Trott

**The Renker Family Trust dated April 23, 1993**, as a Secured Party

By: \_\_\_\_\_  
Name:  Greg Renker  
Title:

**Schedule 1**

**Patents**

	<b>Owner</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Registration Date</b>	<b>Status</b>
1.	TR Apparel, LLC	HANDBAG	United States	D855317	08/06/2019	Issued
2.	TR Apparel, LLC	TOTE WITH DETACHABLE INTERNAL POUCH	United States	D941009	01/18/2022	Issued



## Trademarks

	Owner	Trademark	Jurisdiction	Registration / Application #	Registration / Application Date	Status
1.	TR Holding, LLC	THE ROW	United States	3,795,042	05/25/2010	Registered
2.	TR Holding, LLC	THE ROW	United States	97/529,453	08/01/22	Pending
3.	TR Holding, LLC	THE ROW	United States	4,123,159	04/03/2012	Registered