

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADOREME, INC.		03/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 78			
Property Type	Number	Word Mark	
Registration Number:	6019184	ADORE ME	
Registration Number:	4182189	ADORE ME	
Registration Number:	6852889	AM	
Registration Number:	6679494	AM	
Registration Number:	2960099	BEAUTY BAR	
Registration Number:	3419358	BELABUMBUM	
Registration Number:	6591389	COOLIBRIUM	
Registration Number:	6591388	COOLIBRIUM	
Registration Number:	6824301	ELITE BY ADORE ME	
Registration Number:	6760868	EMBRACE LIFE, DISRUPT FASHION	
Registration Number:	6760869	EMBRACE LIFE, DISRUPT FASHION	
Registration Number:	6540705	G	
Registration Number:	6494504	GENTRUE	
Registration Number:	6494506	GENTRUE	
Registration Number:	6464848	JOYJA	
Registration Number:	6464830	JOYJA	
Registration Number:	6317317	JOYJA	
Registration Number:	5577463	LINGERIE FOR EVERY BODY	
Registration Number:	5868802	LINGERIE FOR EVERY BODY	

OP \$1965.00 6019184

Property Type	Number	Word Mark
Registration Number:	3651568	MY BIGGEST LASHES
Registration Number:	3661239	MY BLACKEST LASHES
Registration Number:	6655409	NUESKIN
Registration Number:	6623951	NUESKIN
Registration Number:	5044980	NYHT NEW YORK HEARTS TECH
Registration Number:	6678123	OUTLINES BY ADORE ME
Registration Number:	6678124	OUTLINES BY ADORE ME
Registration Number:	2086879	PRESTIGE
Registration Number:	6480138	THERMOREG
Registration Number:	6480139	THERMOREG
Registration Number:	3651569	TOTAL INTENSITY
Registration Number:	4331829	TOTAL INTENSITY
Registration Number:	6015280	WALKPOP
Serial Number:	97237610	ADORE ME CARES
Serial Number:	97237618	ADORE ME CARES
Serial Number:	97237606	ADORE ME CARES
Serial Number:	97345447	ADORE ME SERVICES
Serial Number:	90850809	ADOREABLE ME
Serial Number:	88769788	AM
Serial Number:	88769792	A
Serial Number:	90845061	AM
Serial Number:	88769785	AM
Serial Number:	97345452	AMS
Serial Number:	88959826	COOLIBRIUM
Serial Number:	88959832	COOLIBRIUM
Serial Number:	88959822	COOLIBRIUM
Serial Number:	90354128	EARTH REPUBLIC
Serial Number:	90354130	EARTH REPUBLIC
Serial Number:	90354135	EARTH REPUBLIC
Serial Number:	90354126	EARTH REPUBLIC
Serial Number:	88636407	EMBRACE LIFE DISRUPT FASHION
Serial Number:	88636409	EMBRACE LIFE DISRUPT FASHION
Serial Number:	88636442	EMBRACE LIFE DISRUPT FASHION
Serial Number:	88636417	EMBRACE LIFE DISRUPT FASHION
Serial Number:	88636423	EMBRACE LIFE DISRUPT FASHION
Serial Number:	88636432	EMBRACE LIFE DISRUPT FASHION
Serial Number:	88636437	EMBRACE LIFE DISRUPT FASHION
Serial Number:	88636404	EMBRACE LIFE DISRUPT FASHION

Property Type	Number	Word Mark
Serial Number:	90791150	EMERODA
Serial Number:	90791120	EMERODA
Serial Number:	88698460	GENTRUE
Serial Number:	88698455	GENTRUE
Serial Number:	88769804	HERE FOR IT
Serial Number:	88769806	HERE FOR IT
Serial Number:	88769808	HERE FOR IT
Serial Number:	88769802	HERE FOR IT
Serial Number:	88625267	JOYJA
Serial Number:	88625270	JOYJA
Serial Number:	88625264	JOYJA
Serial Number:	90188303	NUESKIN
Serial Number:	90188282	NUESKIN
Serial Number:	90006700	OUTLINES
Serial Number:	90635608	OUTLINES BY ADORE ME
Serial Number:	90184787	REAPPAREL
Serial Number:	90192123	REAPPAREL
Serial Number:	90184783	REAPPAREL
Serial Number:	88960276	THERMOREG
Serial Number:	88960282	THERMOREG
Serial Number:	88960271	THERMOREG

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: 2023704750

Email: ipteam@coagencyglobal.com

Correspondent Name: Rodney Boulware

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1936665 TM

NAME OF SUBMITTER: Elizabeth Estep

SIGNATURE: /Elizabeth Estep/

DATE SIGNED: 03/16/2023

Total Attachments: 9

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 16, 2023 (this “Agreement”), is made by the undersigned Grantors (each, a “Grantor” and, collectively, the “Grantors”) in favor of the Collateral Agent (as defined below) under the First Lien Credit Agreement, dated as of August 2, 2021 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Victoria’s Secret & Co., a Delaware corporation (the “Company”), the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”), for the benefit of the Secured Parties.

WHEREAS, in connection with the Credit Agreement, the Company and certain of its Subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of August 2, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, each Grantor has granted to the Collateral Agent a security interest in its Intellectual Property, including any Intellectual Property acquired by such Grantor after the date thereof, including Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consider of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Secured Parties hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement, as applicable.

SECTION 2. Confirmation of Security Interest. The Grantors hereby confirm that pursuant to the Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Grantors in the ordinary course of their business, such Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the material Trademarks of the Grantors (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of such Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted pursuant to the Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

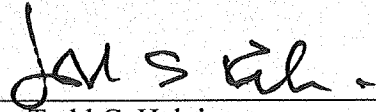
SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (*e.g.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ADOREME, INC., as Grantor

By 
Name: Todd G. Helvie
Title: Treasurer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By Sean Bodin

Name: SEAN BODIN
Title: EXECUTIVE DIRECTOR

[Signature Page --- Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008006 FRAME: 0076

Schedule A

UNITED STATES TRADEMARKS

U.S. Trademark Registrations and Applications:

	Registered Owner	Registration / Application No.	Status	Trademark	Notes
1.	AdoreMe, Inc.	6019184	Registered	ADORE ME	
2.	AdoreMe, Inc.	97/237610	Published	ADORE ME CARES	
3.	AdoreMe, Inc.	97/237618	Pending	ADORE ME CARES	
4.	AdoreMe, Inc.	97/237606	Published	ADORE ME CARES	
5.	AdoreMe, Inc.	4182189	Registered	ADORE ME Logo	
6.	AdoreMe, Inc.	97/345447	Pending	ADORE ME SERVICES	
7.	AdoreMe, Inc.	90/850809	Pending Intent to Use	ADOREABLE ME	
8.	AdoreMe, Inc.	88/769788	Pending Intent to Use	AM Logo bw	
9.	AdoreMe, Inc.	88/769792	Pending Intent to Use	AM Logo bw	
10.	AdoreMe, Inc.	6852889	Registered	AM Logo bw	
11.	AdoreMe, Inc.	6679494	Registered	AM Logo bw	
12.	AdoreMe, Inc.	90/845061	Pending Intent to Use	AM Logo bw	
13.	AdoreMe, Inc.	88/769785	Pending Intent to Use	AM Logo bw	
14.	AdoreMe, Inc.	97/345452	Pending, Published	AMIS	

	Registered Owner	Registration / Application No.	Status	Trademark	Notes
15.	AdoreMe, Inc.	2960099	Registered	BEAUTY BAR	
16.	AdoreMe, Inc.	3419358	Registered	BELABUMBUM & Design	
17.	AdoreMe, Inc.	88/959826	Pending Intent to Use	COOLIBRIUM	
18.	AdoreMe, Inc.	6591389	Registered	COOLIBRIUM	
19.	AdoreMe, Inc.	88/959832	Pending Intent to Use	COOLIBRIUM	
20.	AdoreMe, Inc.	6591388	Registered	COOLIBRIUM	
21.	AdoreMe, Inc.	88/959822	Pending Intent to Use	COOLIBRIUM	
22.	AdoreMe, Inc.	90/354128	Pending Intent to Use	EARTH REPUBLIC	
23.	AdoreMe, Inc.	90/354130	Pending Intent to Use	EARTH REPUBLIC	
24.	AdoreMe, Inc.	90/354135	Pending Intent to Use	EARTH REPUBLIC	
25.	AdoreMe, Inc.	90/354126	Pending Intent to Use	EARTH REPUBLIC	
26.	AdoreMe, Inc.	6824301	Registered	ELITE BY ADORE ME	
27.	AdoreMe, Inc.	88/636407	Pending Intent to Use	EMBRACE LIFE DISRUPT FASHION	
28.	AdoreMe, Inc.	6760868	Registered	EMBRACE LIFE DISRUPT FASHION	
29.	AdoreMe, Inc.	88/636409	Pending Intent to Use	EMBRACE LIFE DISRUPT FASHION	
30.	AdoreMe, Inc.	88/636442	Pending Intent to Use	EMBRACE LIFE DISRUPT FASHION	

	Registered Owner	Registration / Application No.	Status	Trademark	Notes
31.	AdoreMe, Inc.	88/636417	Pending Intent to Use	EMBRACE LIFE DISRUPT FASHION	
32.	AdoreMe, Inc.	88/636423	Pending Intent to Use	EMBRACE LIFE DISRUPT FASHION	
33.	AdoreMe, Inc.	88/636432	Pending Intent to Use	EMBRACE LIFE DISRUPT FASHION	
34.	AdoreMe, Inc.	88/636437	Pending Intent to Use	EMBRACE LIFE DISRUPT FASHION	
35.	AdoreMe, Inc.	67/60869	Registered	EMBRACE LIFE DISRUPT FASHION	
36.	AdoreMe, Inc.	88/636404	Pending Intent to Use	EMBRACE LIFE DISRUPT FASHION	
37.	AdoreMe, Inc.	90/791150	Pending Intent to Use	EMERODA	
38.	AdoreMe, Inc.	90/791120	Pending Intent to Use	EMERODA	
39.	AdoreMe, Inc.	65/40705	Registered	G & design	
40.	AdoreMe, Inc.	88/698460	Pending Intent to Use	GENTRUE	
41.	AdoreMe, Inc.	88/698455	Pending Intent to Use	GENTRUE	
42.	AdoreMe, Inc.	64/94504	Registered	GENTRUE stylized	
43.	AdoreMe, Inc.	64/94506	Registered	GENTRUE stylized	
44.	AdoreMe, Inc.	88/769804	Pending Intent to Use	HERE FOR IT	
45.	AdoreMe, Inc.	88/769806	Pending Intent to Use	HERE FOR IT	

	Registered Owner	Registration / Application No.	Status	Trademark	Notes
46.	AdoreMe, Inc.	88/769808	Pending Intent to Use	HERE FOR IT	
47.	AdoreMe, Inc.	88/769802	Pending Intent to Use	HERE FOR IT	
48.	AdoreMe, Inc.	88/625267	Pending Intent to Use	JOYJA	
49.	AdoreMe, Inc.	6464848	Registered	JOYJA	
50.	AdoreMe, Inc.	88/625270	Pending Intent to Use	JOYJA	
51.	AdoreMe, Inc.	6464830	Registered	JOYJA	
52.	AdoreMe, Inc.	88/625264	Pending Intent to Use	JOYJA	
53.	AdoreMe, Inc.	6317317	Registered	JOYJA	
54.	AdoreMe, Inc.	5577463	Registered	LINGERIE FOR EVERY BODY	
55.	AdoreMe, Inc.	5868802	Registered	LINGERIE FOR EVERY BODY	
56.	AdoreMe, Inc.	3651568	Registered	MY BIGGEST LASHES	
57.	AdoreMe, Inc.	3661239	Registered	MY BLACKEST LASHES	
58.	AdoreMe, Inc.	90/188303	Pending Intent to Use	NUESKIN	
59.	AdoreMe, Inc.	6655409	Registered	NUESKIN	
60.	AdoreMe, Inc.	90/188282	Pending Intent to Use	NUESKIN	
61.	AdoreMe, Inc.	6623951	Registered	NUESKIN	

	Registered Owner	Registration / Application No.	Status	Trademark	Notes
62.	AdoreMe, Inc.	5044980	Allow To Lapse (Registered Matter)	NYHT NEW YORKHEARTS TECH stylized & design	
63.	AdoreMe, Inc.	90/006700	Pending Intent to Use	OUTLINES	
64.	AdoreMe, Inc.	90/635608	Pending Intent to Use	OUTLINES BY ADORE ME	
65.	AdoreMe, Inc.	6678123	Registered	OUTLINES BY ADORE ME	
66.	AdoreMe, Inc.	6678124	Registered	OUTLINES BY ADORE ME	
67.	AdoreMe, Inc.	2086879	Registered	PRESTIGE and Design	
68.	AdoreMe, Inc.	90/184787	Pending Intent to Use	REAPPAREL	
69.	AdoreMe, Inc.	90/192123	Pending Intent to Use	REAPPAREL	
70.	AdoreMe, Inc.	90/184783	Pending Intent to Use	REAPPAREL	
71.	AdoreMe, Inc.	6480138	Registered	THERMOREG	
72.	AdoreMe, Inc.	88/960276	Pending Intent to Use	THERMOREG	
73.	AdoreMe, Inc.	88/960282	Pending Intent to Use	THERMOREG	
74.	AdoreMe, Inc.	6480139	Registered	THERMOREG	
75.	AdoreMe, Inc.	88/960271	Pending Intent to Use	THERMOREG	
76.	AdoreMe, Inc.	3651569	Registered	TOTAL INTENSITY	
77.	AdoreMe, Inc.	4331829	Registered	TOTAL INTENSITY and Design	
78.	AdoreMe, Inc.	6015280	Registered	WALKPOP	

TRADEMARK

REEL: 008006 FRAME: 0081

RECORDED: 03/16/2023