

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE CHILDREN'S PLACE SERVICES COMPANY, LLC		06/05/2023	Limited Liability Company: DELAWARE
TCP BRANDS, LLC		06/05/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	125 High Street, 11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6883290	
Registration Number:	7039756	SUGAR & JADE
Registration Number:	6827391	SUGAR & JADE
Registration Number:	7039757	SUGAR & JADE
Registration Number:	7037238	SUGAR & JADE
Serial Number:	97975655	SUGAR & JADE
Serial Number:	97975041	AMERICA'S PJ PLACE
Serial Number:	97903962	HOMEGROWN BY GYMBOREE
Serial Number:	97120953	AMERICA'S PJ PLACE

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@cogencyglobal.com

Correspondent Name: Rodney Boulware

Address Line 1: 1025 Connecticut Ave NW, Suite 712

OP \$240.00 6883290

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2024024

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 06/05/2023

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

June 5, 2023

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of the entities listed on the signature pages hereto as "Grantors" (each a "Grantor" and collectively the "Grantors"), hereby grants to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent and collateral agent for itself and certain other credit parties (in such capacity, the "Grantee"), a continuing security interest in (i) all of such Grantor's right, title and interest in, to and under the Trademarks (as defined in the Security Agreement referred to below) owned by it, including without limitation those Trademarks set forth on Schedule A attached hereto (the foregoing, collectively the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same. Notwithstanding the foregoing, the Trademarks shall exclude any Trademarks consisting of intent-to-use trademark applications for as long as, and to the extent that, granting an assignment therein may affect or impair the validity or enforceability of any such intent-to-use trademark applications or any registration issuing from such intent-to-use trademark applications.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of each Grantor, as such term is defined in the Second Amended and Restated Security Agreement by, among others, the Grantors and the Grantee, dated as of October 5, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). This grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of

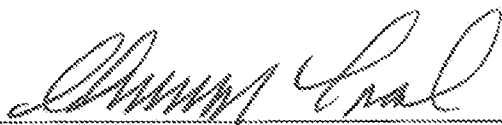
this grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This grant and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this grant and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

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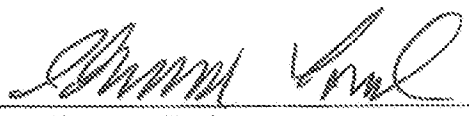
IN WITNESS WHEREOF, each of the undersigned have executed this grant as of the date above first written.

GRANTORS:

**THE CHILDREN'S PLACE SERVICES
COMPANY, LLC**, a Delaware limited liability
company

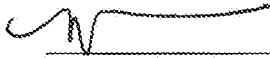
By: 
Name: Sheamus Toal
Title: President and Treasurer

TCP BRANDS, LLC, a Delaware limited liability
company

By: 
Name: Sheamus Toal
Title: President and Treasurer

GRANTEE:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Michele Riccobono
Title: Duly Authorized Signatory

SCHEDULE A

U.S. TRADEMARKS

Mark	Application No.	Registration No.	Filed Date	Owner
CRESCENT MOON LOGO (Design Only)	90976693	6883290	4/15/2021	TCP Brands, LLC
SUGAR & JADE	90976694	7039756	3/9/2021	TCP Brands, LLC
SUGAR & JADE	90977055	6827391	3/9/2021	TCP Brands, LLC
SUGAR & JADE	90978891	7039757	3/9/2021	TCP Brands, LLC
SUGAR & JADE	97975655		11/6/2021	TCP Brands, LLC
SUGAR & JADE	97975016	7037238	11/6/2021	TCP Brands, LLC
AMERICA'S PJ PLACE	97975041		11/11/2021	The Children's Place Services Company, LLC
HOMEGROWN BY GYMBOREE	97903962		4/24/2023	TCP Brands, LLC
AMERICA'S PJ PLACE	97120953		11/11/2021	The Children's Place Services Company, LLC

CANADIAN TRADEMARKS

Mark	Application No.	Registration No.	Filed Date	Owner
PJ PLACE & Design	2147382		2021-11-16	The Children's Place Services Company, LLC
PJ PLACE & Design	2147383		2021-11-16	The Children's Place Services Company, LLC
PJ PLACE & Design	2147384		2021-11-16	The Children's Place Services Company, LLC
PJ PLACE & Design	2147385		2021-11-16	The Children's Place Services Company, LLC
SUGAR & JADE & Design (horizontal)	2157041		2021-12-29	TCP BRANDS, LLC
SPECIAL OCCASION BY GYMBOREE	2162116		2022-01-26	TCP BRANDS, LLC
SUGAR & JADE	2175170		2022-03-24	TCP BRANDS, LLC
HOMEGROWN BY GYMBOREE	2252360		2023-04-17	TCP BRANDS, LLC

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