

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TR Holding, LLC		06/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	320 South Canal Street, Floor 16		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Canadian National Bank: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3795042	THE ROW	
Registration Number:	3858397	THE ROW	
Registration Number:	3506697	THE ROW	
Registration Number:	4132367	THE ROW	
Registration Number:	4123159	THE ROW	
Registration Number:	4672298	THE ROW	
Registration Number:	5036833	TR	
Registration Number:	5137817	TR	
Registration Number:	4713166	TR	
Registration Number:	4700527	TR	
Serial Number:	97529453	THE ROW	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	16173417721		
Email:	michelle.bramwell@morganlewis.com		
Correspondent Name:	Michelle Bramwell		
Address Line 1:	One Federal Street		

CH \$290.00 3795042

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Michelle Bramwell

SIGNATURE: /Michelle Bramwell/

DATE SIGNED: 06/20/2023

Total Attachments: 7

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ABL TRADEMARK AGREEMENT

This **ABL TRADEMARK SECURITY AGREEMENT** is entered into as of June 20, 2023, (this “Agreement”), among TR Holding, LLC, a Delaware limited liability company (the “Grantor”) and Bank of Montreal (“BMO”), as administrative agent and collateral agent (in such capacities, the “Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain ABL Pledge and Security Agreement, dated as of June 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the ABL Credit Agreement, dated as of June 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among, the Grantor, TR Apparel, LLC, a Delaware limited liability company, the lenders and issuing banks from time to time party thereto (the “Lenders”) and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

(b) all divisions, renewals and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and all rights corresponding to any of the foregoing; and

(c) all proceeds of the foregoing.

SECTION 3. *Security Agreement*. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. **THIS ABL TRADEMARK AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ABL TRADEMARK AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

TR HOLDING, LLC

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

BANK OF MONTREAL, as the Agent





By: Kara Goodwin

Name: Kara Goodwin

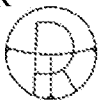
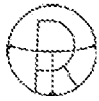
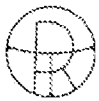
Title: Managing Director


SCHEDULE I

TRADEMARKS

TRADEMARK	REG. NO./REG. DATE	CURRENT OWNER OF RECORD
THE ROW	3795042 25-MAY-2010	TR HOLDING, LLC
THE ROW	3858397 05-OCT-2010	TR HOLDING, LLC
THE ROW	3506697 23-SEP-2008	TR HOLDING, LLC
THE ROW	4132367 24-APR-2012	TR HOLDING, LLC
THE ROW	4123159 03-APR-2012	TR HOLDING, LLC
THE ROW	4672298 13-JAN-2015	TR HOLDING, LLC
TR 	5036833 06-SEP-2016	TR HOLDING, LLC
TR 	5137817 07-FEB-2017	TR HOLDING, LLC
TR 	4713166 31-MAR-2015	TR HOLDING, LLC
TR 	4700527 10-MAR-2015	TR HOLDING, LLC

TRADEMARK APPLICATIONS

TRADEMARK	APP. NO./APP. FILING DATE	CURRENT OWNER OF RECORD
EDUCATION ROW	88493969 28-JUN-2019	TR HOLDING, LLC
THE ROW	97529453 01-AUG-2022	TR HOLDING, LLC
THE ROW	97759659 18-JAN-2023	TR HOLDING, LLC
THE ROW	97760790 19-JAN-2023	TR HOLDING, LLC
THE ROW	97760771 19-JAN-2023	TR HOLDING, LLC
THE ROW	97760785 19-JAN-2023	TR HOLDING, LLC
THE ROW HOME	97786228 08-FEB-2023	TR HOLDING, LLC
THE ROW HOME	97786213 08-FEB-2023	TR HOLDING, LLC
THE ROW HOME	97786240 08-FEB-2023	TR HOLDING, LLC
THE ROW HOME	97786260 08-FEB-2023	TR HOLDING, LLC
THE ROW SPORT	97776452 01-FEB-2023	TR HOLDING, LLC
TR 	97759661 18-JAN-2023	TR HOLDING, LLC
TR 	97760776 19-JAN-2023	TR HOLDING, LLC
TR 	97760768 19-JAN-2023	TR HOLDING, LLC

TRADEMARK	APP. NO./APP. FILING DATE	CURRENT OWNER OF RECORD
TR 	97760780 19-JAN-2023	TR HOLDING, LLC