

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823802

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900771895

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penney IP LLC		04/24/2023	LLC: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	125 High Street
Internal Address:	11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	97751467	CIRCUMSTANCE
Serial Number:	97753279	BROADHAVEN
Serial Number:	97776095	DISTANT LANDS
Serial Number:	97778661	DISTANT LANDS
Serial Number:	97794610	LAYERINGS
Serial Number:	90979090	MUTUAL WEAVE
Serial Number:	88984945	
Registration Number:	6783564	STYLUS
Registration Number:	6867524	ARIZONA JEAN CO
Registration Number:	6873491	OUTDOOR OASIS
Registration Number:	6896781	ARIZONA BODY
Registration Number:	6867911	LINDEN STREET
Registration Number:	6867994	HOME EXPRESSIONS
Registration Number:	6895875	THEREABOUTS
Registration Number:	6881514	THEREABOUTS
Registration Number:	6890118	HOPE & WONDER
Registration Number:	7026855	DISTANT LANDS

Property Type	Number	Word Mark
Registration Number:	7027129	DISTANT LANDS
Registration Number:	7027352	MUTUAL WEAVE
Registration Number:	6987558	PROTOCOL
Registration Number:	6987667	TEMP FLEX

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: 6142803550
Email: lexus.wingo@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Steven L. Rozenfeld
SIGNATURE:	/Steven L. Rozenfeld/
DATE SIGNED:	07/12/2023

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Penney IP LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 24, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 125 High Street, 11th Floor

City: Boston

State: MA

Country: USA Zip: 02110

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached schedule

See attached schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached schedule

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /S/ Steven L. Rozenfeld

May 9, 2023

Signature

Date

Steven L. Rozenfeld

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of April 24, 2023 is made by **PENNEY IP LLC**, a Delaware limited liability company (the "Grantor") in favor of Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, including any successor thereto in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) that certain Credit Agreement, dated as of December 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by, among others, Holdings, the Lead Borrower, the OpCo Borrower and each other Restricted Subsidiary of Holdings party thereto as a Borrower (together with the Lead Borrower and the OpCo Borrower, each individually, a "Borrower", and collectively, and jointly and severally, the "Borrowers"), each other Restricted Subsidiary of Holdings party thereto as a Subsidiary Guarantor, each Lender from time to time party thereto, the Administrative Agent for the Secured Parties and the other agents and parties thereto; and (ii) that certain Guarantee and Collateral Agreement, dated as of December 7, 2020, by and among the Loan Parties, each other Restricted Subsidiary of Holdings party thereto as a "Grantor," and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). The Lenders and the other Secured Parties have agreed to make Loans and other extensions of credit available to the Borrowers, subject to the terms and conditions set forth in the Credit Agreement.

Whereas, subject to Section 2.20(e) of the Credit Agreement with respect to Eligible Intellectual Property of any Special Purpose Intellectual Property Subsidiary, the Borrowers' ability to include Eligible Intellectual Property in the FILO Borrowing Base is conditioned on the Administrative Agent obtaining a perfected first-priority Lien on such Intellectual Property.

Whereas, under the terms of the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark 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. Terms. Terms defined in the Credit Agreement and Collateral Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Collateral Agreement.

Section 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the registered

Trademarks and Trademark registration applications set forth on Schedule A attached hereto (other than Excluded Assets).

Section 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

Section 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

Section 6. Collateral Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

PENNEY IP LLC, a Delaware limited liability company, as Grantor



By: _____

Name: Dawn Wolverton

Title: Secretary

Address:

c/o Penney Borrower LLC
6501 Legacy Drive, Suite B100
Plano, TX 75024

[Signature Page to ABL Trademark Security Agreement]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: Maggie Tansend
Name: *maggie Tansend*
Title: *Director*


Address:

Wells Fargo Bank, National Association
125 High Street, Suite 1100
Boston, Massachusetts 02110

[Signature Page to ABL Trademark Security Agreement]

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Application / Registration No.</u>	<u>Application / Registration Date</u>
Penney IP LLC	CIRCUMSTANCE	97751467	January 12, 2023
Penney IP LLC	BROADHAVEN	97753279	January 13, 2023
Penney IP LLC	DISTANT LANDS	97776095	February 1, 2023
Penney IP LLC	DISTANT LANDS	97778661	February 2, 2023
Penney IP LLC	LAYERINGS	97794610	February 14, 2023
Penney IP LLC	MUTUAL WEAVE	90979090 – note: this is divisional application of parent 90557745. Divisional application matured into Reg 7027352 (see below.) Parent application is still pending	April 11, 2023
Penney IP LLC		88984945 – note: this is divisional application of parent 88813659.	February 27, 2020
Penney IP LLC	STYLUS	6783564	July 5, 2022
Penney IP LLC	ARIZONA JEAN CO	6867524	October 4, 2022
Penney IP LLC	OUTDOOR OASIS	6873491	October 11, 2022

<u>Grantor</u>	<u>Mark</u>	<u>Application / Registration No.</u>	<u>Application / Registration Date</u>
Penney IP LLC	ARIZONA BODY	6896781	November 8, 2022
Penney IP LLC	LINDEN STREET	6867911	October 4, 2022
Penney IP LLC	HOME EXPRESSIONS	6867994	October 4, 2022
Penney IP LLC	THEREABOUTS	6895875	November 8, 2022
Penney IP LLC	THEREABOUTS & design	6881514	October 18, 2022
Penney IP LLC	HOPE & WONDER	6890118	November 1, 2022
Penney IP LLC	DISTANT LANDS	7026855	April 11, 2023
Penney IP LLC	DISTANT LANDS & design	7027129	April 11, 2023
Penney IP LLC	MUTUAL WEAVE	7027352	April 11, 2023
Penney IP LLC	PROTOCOL (stylized)	6987558	February 21, 2023
Penney IP LLC	TEMP FLEX	6987667	February 21, 2023

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