

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanctuary Clothing LLC		02/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	Mail Code 7578, National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Serial Number:	97854978	MODERN SUPPLY	
Serial Number:	97854980	MODERN SUPPLY BY SANCTUARY	
Serial Number:	97784386	MODERN SUPPLY C L O T H I E R S	
Serial Number:	97353766	MODERN SURPLUS	
Serial Number:	97881522	POP CARGO	
Registration Number:	6185380	SANCTUARY	
Serial Number:	90840336	SANCTUARY	
Serial Number:	97550815	SANCTUARY	
Registration Number:	4250277	SANCTUARY	
Registration Number:	6037872	SANCTUARY	
Registration Number:	6382025	SANCTUARY	
Serial Number:	90826315	SANCTUARY	
Serial Number:	90563147	SANCTUARY	
Serial Number:	90563171	SANCTUARY	
Serial Number:	97446710	SANCTUARY CLOTHING	
Registration Number:	6901699	SANCTUARY CLOTHING	
Serial Number:	97612710	SANCTUARY CLOTHING	
Serial Number:	97612720	SANCTUARY CLOTHING	

OP \$1090.00 97854978

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	97612731	SANCTUARY CLOTHING
Registration Number:	2757327	SANCTUARY CLOTHING
Registration Number:	5606806	SANCTUARY CURVE
Registration Number:	6322661	SANCTUARY HOME
Serial Number:	90774895	SANCTUARY HOME
Serial Number:	86147600	SANCTUARY LOS ANGELES
Registration Number:	5157850	SANCTUARY PEACE
Registration Number:	5697293	SMART CREATION
Serial Number:	98002266	SMART CREATION
Serial Number:	98015510	SMART CREATION
Serial Number:	97550791	SOCIAL STANDARD
Registration Number:	6335680	SOCIAL STANDARD
Serial Number:	90826323	SOCIAL STANDARD
Registration Number:	6570308	SOCIAL STANDARD BY SANCTUARY
Serial Number:	97035813	SOCIAL STANDARD BY SANCTUARY
Serial Number:	97446730	SOCIAL STANDARD BY SANCTUARY
Serial Number:	97550803	SOCIAL STANDARD BY SANCTUARY
Registration Number:	6190635	SOCIAL STANDARD BY SANCTUARY
Serial Number:	90145749	SOCIAL STANDARD BY SANCTUARY
Serial Number:	90774926	SOCIAL STANDARD BY SANCTUARY
Serial Number:	90563162	SOCIAL STANDARD BY SANCTUARY
Serial Number:	90563183	SOCIAL STANDARD BY SANCTUARY
Serial Number:	97612780	SOCIAL STANDARD BY SANCTUARY
Serial Number:	97612809	SOCIAL STANDARD BY SANCTUARY
Serial Number:	98013414	STANDARD SURPLUS

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: trademarks@bodmanlaw.com

Correspondent Name: Susan M. Kornfield

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 07/12/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 5, 2018 by and between COMERICA BANK ("Bank") and SANCTUARY CLOTHING LLC, a Delaware limited Liability Company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and related documents. Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement or Security Agreement (defined below), as applicable.

C. Pursuant to the terms of a Security Agreement dated as the date hereof by Grantor in favor of Bank, (as it may be amended from time to time, "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Copyrights, Patents and Trademarks (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

3611 N. San Fernando Blvd.
Burbank, CA 91505

Attn: Ken Polanco

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

SANCTUARY CLOTHING LLC

By: 

Title: Manager

BANK:

COMERICA BANK

By: 

Title: VP

[Signature Page to Intellectual Property Security Agreement (15752503)]

EXHIBIT A

Copyrights

None.

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EXHIBIT B


Patents

None.

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EXHIBIT C

Trademarks

Mark	App. No	Filing Date	Registration No.	Registration Date
<u>MODERN SUPPLY</u>	97854978	March 24, 2023		
<u>MODERN SUPPLY BY SANCTUARY</u>	97854980	March 24, 2023		
<u>MODERN SUPPLY CLOTH H.I.E.R.S. (Stylized)</u> 	97784386	February 7, 2023		
<u>MODERN SURPLUS</u>	97353766	April 8, 2022		
<u>POP CARGO</u>	97881522	April 10, 2023		
<u>SANCTUARY</u>	86129700	November 26, 2013	6185380	October 27, 2020
<u>SANCTUARY</u>	90840336	July 21, 2021		
<u>SANCTUARY</u>	97550815	August 16, 2022		
<u>SANCTUARY</u>	85977928	January 10, 2011	4250277	November 27, 2012
<u>SANCTUARY</u>	88051645	July 25, 2018	6037872	April 21, 2020
<u>SANCTUARY</u>	88981293	April 10, 2020	6382025	June 8, 2021
<u>SANCTUARY</u>	90826315	July 13, 2021		
<u>SANCTUARY</u>	90563147	March 5, 2021		
<u>SANCTUARY</u>	90563171	March 5, 2021		

Mark	App. No	Filing Date	Registration No.	Registration Date
<u>SANCTUARY CLOTHING</u>	97446710	June 7, 2022		
<u>SANCTUARY CLOTHING</u>	88867172	April 10, 2020	6901699	November 15, 2022
<u>SANCTUARY CLOTHING</u>	97612710	September 29, 2022		
<u>SANCTUARY CLOTHING</u>	97612720	September 29, 2022		
<u>SANCTUARY CLOTHING</u>	97612731	September 29, 2022		
<u>SANCTUARY CLOTHING</u>	76402267	April 30, 2002	2757327	August 26, 2003
<u>SANCTUARY CURVE</u>	87862508	April 4, 2018	5606806	November 13, 2018
<u>SANCTUARY HOME</u>	88051660	July 25, 2018	6322661	April 13, 2021
<u>SANCTUARY HOME</u>	90774895	June 15, 2021		
<u>SANCTUARY LOS ANGELES</u>	86147600	December 18, 2013	5863356	September 17, 2019
<u>SANCTUARY PEACE</u>	86981249	June 15, 2015	5157850	March 7, 2017
<u>SMART CREATION</u>	88066684	August 6, 2018	5697293	March 12, 2019
<u>SMART CREATION</u>	98002266	May 18, 2023		
<u>SMART CREATION</u>	98015510	May 26, 2023		
<u>SOCIAL STANDARD</u>	97550791	August 16, 2022		
<u>SOCIAL STANDARD</u>	88363116	March 29, 2019	6335680	April 27, 2021
<u>SOCIAL STANDARD</u>	90826323	July 13, 2021		

Mark	App. No	Filing Date	Registration No.	Registration Date
<u>SOCIAL STANDARD BY SANCTUARY</u>	88983002	April 10, 2020	6570308	November 23, 2021
<u>SOCIAL STANDARD BY SANCTUARY</u>	97035813	September 20, 2021		
<u>SOCIAL STANDARD BY SANCTUARY</u>	97446730	June 7, 2022		
<u>SOCIAL STANDARD BY SANCTUARY</u>	97550803	August 16, 2022		
<u>SOCIAL STANDARD BY SANCTUARY</u>	88363156	March 29, 2019	6190635	November 3, 2020
<u>SOCIAL STANDARD BY SANCTUARY</u>	90145749	August 28, 2020		
<u>SOCIAL STANDARD BY SANCTUARY</u>	90774926	June 15, 2021		
<u>SOCIAL STANDARD BY SANCTUARY</u>	90563162	March 5, 2021		
<u>SOCIAL STANDARD BY SANCTUARY</u>	90563183	March 5, 2021		
<u>SOCIAL STANDARD BY SANCTUARY</u>	97612780	September 29, 2022		
<u>SOCIAL STANDARD BY SANCTUARY</u>	97612809	September 29, 2022		
<u>STANDARD SURPLUS</u>	98013414	May 25, 2023		