

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM824757

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BNWHP, LLC | | 07/14/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent | | |
| Street Address: | 1300 Thames Street, 4th Floor, Thames Street Wharf | | |
| City: | Baltimore | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21231 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3559959 | BONOBOS | |
| Registration Number: | 4739250 | BONOBOS | |
| Registration Number: | 5235376 | BONOBOS | |
| Registration Number: | 6042907 | BONOBOS | |
| Registration Number: | 5550975 | BONOBOS | |
| Registration Number: | 5285170 | GUIDESHOP | |
| Registration Number: | 5207334 | I BONOBO YOU | |
| Registration Number: | 5736798 | JETSETTER | |
| Registration Number: | 6455319 | THE WFHQ PANT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2136207848 | | |
| Email: | iprecordations@whitecase.com | | |
| Correspondent Name: | Justine Lu/White & Case LLP | | |
| Address Line 1: | 555 South Flower Street, Suite 2700 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | | |

CH \$240.00 3559959

| | |
|---|-------------------|
| ATTORNEY DOCKET NUMBER: | 1130700-0343-S216 |
| NAME OF SUBMITTER: | Justine Lu |
| SIGNATURE: | /Justine Lu/ |
| DATE SIGNED: | 07/17/2023 |
| Total Attachments: 5 source=EXECUTED - BNWHP Joinder - Trademark Security Agreement (7-14-23)#page1.tif source=EXECUTED - BNWHP Joinder - Trademark Security Agreement (7-14-23)#page2.tif source=EXECUTED - BNWHP Joinder - Trademark Security Agreement (7-14-23)#page3.tif source=EXECUTED - BNWHP Joinder - Trademark Security Agreement (7-14-23)#page4.tif source=EXECUTED - BNWHP Joinder - Trademark Security Agreement (7-14-23)#page5.tif | |

TRADEMARK SECURITY AGREEMENT

July 14, 2023

WHEREAS, the Grantor listed on the signature pages hereof (the “**Grantor**”) owns, the Trademark Collateral (as defined below);

WHEREAS, WH Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), WH Borrower, LLC, a Delaware limited liability company (the “**Borrower**”), the Lenders party thereto, and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of February 15, 2022 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of February 15, 2022 (as amended and/or supplemented from time to time, the “**Security Agreement**”), among Holdings, the Borrower, the Guarantors party thereto and Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) of the Security Agreement) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by the Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect, all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a

conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

Each of Section 10.10 (*Counterparts*), Section 10.14 (*Governing Law, Jurisdiction, Service of Process*) and Section 10.15 (*Waiver of Right to Trial by Jury*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

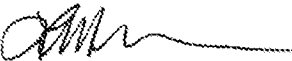
BNWHP, LLC,
a Delaware limited liability company
as the Grantor

By: 
Name: Matthew Finigan
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Collateral Agent

By: 

Name: Lisa Hanson
Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

TRADEMARKS

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>App. No. / Date</u> | <u>Reg. No / Date</u> | <u>Status</u> | <u>Owner Name</u> |
|------------------|---------------------|----------------------------|------------------------|---------------|-------------------|
| BONOBOS | US | 77/372,978 16-JAN-2008 | 3559959 13-JAN-2009 | Registered | BNWHP, LLC |
| BONOBOS | US | 85/001,375 29-MAR-2010 | 4739250 19-MAY-2015 | Registered | BNWHP, LLC |
| BONOBOS | US | 87/130,662 8-AUG-2016 | 5235376 4-JUL-2017 | Registered | BNWHP, LLC |
| BONOBOS | US | 87/363,641 8-MAR-2017 | 6042907 28-APR-2020 | Registered | BNWHP, LLC |
| BONOBOS | US | 87/862,536 4-APR-2018 | 5550975 28-AUG-2018 | Registered | BNWHP, LLC |
| GUIDESH OP | US | 87/337,285 15-FEB-2017 | 5285170 12-SEP-2017 | Registered | BNWHP, LLC |
| I BONOBO YOU | US | 86/879,915 19-JAN-2016 | 5207334 23-MAY-2017 | Registered | BNWHP, LLC |
| JETSETTER | US | 87/362,908 8-MAR-2017 | 5736798 30-APR-2019 | Registered | BNWHP, LLC |
| THE WFHQ PANT | US | 90/329,765 19-NOV-2020 | 6455319 17-AUG-2021 | Registered | BNWHP, LLC |