

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loft IPCO LLC		07/28/2023	Corporation: DELAWARE
The Talbots LLC		07/28/2023	Limited Liability Company: DELAWARE
KnitWell Group LLC		07/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC, as Term Collateral Agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 79			
Property Type	Number	Word Mark	
Registration Number:	4812897	T	
Serial Number:	90838558	A WORLD OF WELLNESS FOR YOU AT HOME	
Registration Number:	6390197	T	
Registration Number:	6000291	TALBOTS INTIMATES	
Registration Number:	6310252	THE WORLD ACCORDING TO MOM	
Registration Number:	1114694		
Registration Number:	1771987		
Registration Number:	3052114		
Registration Number:	4168221		
Registration Number:	4118271	TALBOTS	
Registration Number:	2692953	CLASSIC AWARDS	
Registration Number:	2692954	TALBOTS CLASSIC AWARDS	
Registration Number:	5157568	TALBOTS COMPANY STORE	
Registration Number:	2297384	TALBOTS	
Registration Number:	2790627	TALBOTS	

CH \$1990.00 4812897

Property Type	Number	Word Mark
Registration Number:	1826424	TALBOTS PETITES
Registration Number:	3119743	TALBOTS WOMAN PETITES
Registration Number:	4680050	TALBOTS
Registration Number:	5350042	TALBOTS SINCE 1947
Registration Number:	7040581	INVISIFLEX
Registration Number:	7116869	WINTERTAINING
Serial Number:	97345790	TALBOTS
Registration Number:	6201212	ALL REWARDS
Registration Number:	5872985	ALL THE FEELS
Registration Number:	3848118	ANN
Registration Number:	3020741	ANN
Serial Number:	97207460	ANN CARES
Registration Number:	5311531	ANN TAYLOR
Registration Number:	5151458	ANN TAYLOR
Registration Number:	4564791	ANN TAYLOR
Registration Number:	4198062	ANN TAYLOR
Registration Number:	4116293	ANN TAYLOR
Registration Number:	3907931	ANN TAYLOR
Registration Number:	3876692	ANN TAYLOR
Registration Number:	3690357	ANN TAYLOR
Registration Number:	3090418	ANN TAYLOR
Registration Number:	3078842	ANN TAYLOR
Registration Number:	1782601	ANN TAYLOR
Registration Number:	1789470	ANN TAYLOR
Registration Number:	1444585	ANN TAYLOR
Registration Number:	1881093	ANNTAYLOR.
Registration Number:	2061836	ANNTAYLOR. LOFT
Registration Number:	2704411	ANNTAYLOR LOFT
Registration Number:	3852568	ANN TAYLOR LOFT
Registration Number:	3202185	ANN TAYLOR LOFT
Registration Number:	3078844	ANN TAYLOR LOFT
Registration Number:	2825310	ANN TAYLOR LOFT
Registration Number:	4165141	ASCENA
Registration Number:	6086402	AT
Registration Number:	5428616	
Serial Number:	97730560	DEVIN
Registration Number:	5381994	HERLEAD
Registration Number:	6107465	INFINITELY LOFT

Property Type	Number	Word Mark
Registration Number:	5569238	INFINITE STYLE
Registration Number:	5360223	LOFT
Registration Number:	4201711	LOFT
Registration Number:	3907930	LOFT
Registration Number:	3703017	LOFT
Registration Number:	3700020	LOFT
Registration Number:	3434715	LOFT
Registration Number:	3488664	LOFT
Registration Number:	3359615	LOFT
Registration Number:	3268087	LOFTBEACH
Registration Number:	3699420	LOFT CARES
Registration Number:	3697910	LOFT LOVES TEACHERS
Registration Number:	5675975	LOFT NEXT DOOR
Registration Number:	3350308	LOFT PETITES
Serial Number:	97207465	LOFT WITH HEART
Registration Number:	5438458	LOU & GREY
Serial Number:	97347563	RESPONSIBLY, ANN
Registration Number:	5329930	RESPONSIBLY ANN
Registration Number:	5757713	SIGNATURESOFT
Registration Number:	6172856	SIGNATURE SOFTBLEND
Registration Number:	5560894	SO. CRAZY. COZY.
Registration Number:	5560897	SO. CRAZY. SOFT.
Registration Number:	6034570	SOFTSERVE
Serial Number:	97496844	STYLEREWARDS
Serial Number:	97878388	KNITWELL
Serial Number:	97878392	KNITWELL GROUP

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: 2028357507
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K St. NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 34408.00071

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/04/2023
Total Attachments: 9 source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page1.tif source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page2.tif source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page3.tif source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page4.tif source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page5.tif source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page6.tif source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page7.tif source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page8.tif source=Knitwell - Intellectual Property Security Agreement (Trademark) [Execution Version]#page9.tif	

SHORT FORM TERM LOAN
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated July 28, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of HPS INVESTMENT PARTNERS, LLC, as Term Collateral Agent (the “**Term Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, Knitwell Guarantor LLC, a Delaware limited liability company (“**Holdings**”), Knitwell Borrower LLC, a Delaware limited liability company (the “**Borrower**”), and HPS Investment Partners, LLC, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “**Administrative Agent**”), the Term Collateral Agent and each lender from time to time party thereto (collectively, the “**Lenders**” and, each individually, a “**Lender**”) entered into the Term Loan Term Loan Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), dated as of July 28, 2023 (the “**Closing Date**”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Term Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby mortgages and pledges to the Term Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Term Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, together with (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, (v) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (but excluding any intent-to-use

trademark application in the United States prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto with the United States Patent and Trademark Office).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Term Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


[Signature Pages Follow]

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

LOFT IPCO LLC, as Grantor

By: 
Name: Brian P. Keaveney
Title: Executive Vice President, Chief Financial Officer
and Treasurer

THE TALBOTS LLC 
KNITWELL GROUP LLC, each as Grantor

By: 
Name: Brian P. Keaveney
Title: Chief Financial Officer

HPS INVESTMENT PARTNERS, LLC,
as Term Collateral Agent

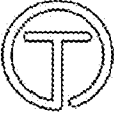


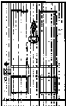


By: *Jaivir Sidhu*

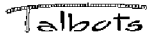


Name: Jaivir Sidhu

Title: Managing Director



SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Owner	Jurisdiction	Application No./ Filing Date	Registration No./ Registration Date	Status
T Design 	The Talbots LLC	USA	86559498 10-MAR-2015	4812897 15-SEP-2015	Registered
A WORLD OF WELLNESS FOR YOU AT HOME	The Talbots LLC	USA	90838558 20-JUL-2021	--	Pending Intent to Use
T Design 	The Talbots LLC	USA	88657236 16-OCT-2019	6390197 15-JUN-2021	Registered
TALBOTS INTIMATES	The Talbots LLC	USA	88402646 25-APR-2019	6000291 03-MAR-2020	Registered
THE WORLD ACCORDING TO MOM	The Talbots LLC	USA	88771096 23-JAN-2020	6310252 30-MAR-2021	Registered
Design Only 	The Talbots LLC	USA	73088931 01-JUN-1976	1114694 06-MAR-1979	Registered
Design Only 	The Talbots LLC	USA	74112243 06-NOV-1990	1771987 18-MAY-1993	Registered
Design Only 	The Talbots LLC	USA	76538934 07-AUG-2003	3052114 31-JAN-2006	Registered
Design Only 	The Talbots LLC	USA	77601806 28-OCT-2008	4168221 03-JUL-2012	Registered

TALBOTS	The Talbots LLC	USA	85380026 25-JUL-2011	4118271 27-MAR-2012	Registered
CLASSIC AWARDS	The Talbots LLC	USA	76402881 30-APR-2002	2692953 04-MAR-2003	Registered
TALBOTS CLASSIC AWARDS	The Talbots LLC	USA	76402882 30-APR-2002	2692954 04-MAR-2003	Registered
TALBOTS COMPANY STORE	The Talbots LLC	USA	86873867 13-JAN-2016	5157568 07-MAR-2017	Registered
TALBOTS Design 	The Talbots LLC	USA	75396254 25-NOV-1997	2297384 07-DEC-1999	Registered
TALBOTS Design 	The Talbots LLC	USA	76443975 23-AUG-2002	2790627 09-DEC-2003	Registered
TALBOTS PETITES Design 	The Talbots LLC	USA	74396990 28-MAY-1993	1826424 15-MAR-1994	Registered
TALBOTS WOMAN PETITES	The Talbots LLC	USA	78607125 12-APR-2005	3119743 25-JUL-2006	Registered
CLASSIC AWARDS	The Talbots LLC	USA	76402881 30-APR-2002	2692953 04-MAR-2003	Registered
TALBOTS	The Talbots LLC	USA	86261568 24-APR-2014	4680050 27-JAN-2015	Registered
TALBOTS SINCE 1947	The Talbots LLC	USA	87435029 03-MAY-2017	5350042 05-DEC-2017	Registered
INVISIFLEX	The Talbots LLC	USA	97257262 08-FEB-2022	7040581 02-MAY-2023	Registered
WINTERTAINING	The Talbots LLC	USA	97356732 11-APR-2022	7116869 18-JUL-2023	Registered
TALBOTS	The Talbots LLC	USA	97345790 04-APR-2022	--	Pending Intent to Use
ALL REWARDS	LOFT IPCO LLC	USA	88359608 27-MAR-2019	6201212 17-NOV-2020	Registered
ALL THE FEELS	LOFT IPCO LLC	USA	88352704 22-MAR-2019	5872985 01-OCT-2019	Registered
ANN	LOFT IPCO LLC	USA	77031291 27-OCT-2006	3848118 14-SEP-2010	Registered
ANN	LOFT IPCO LLC	USA	78496720 08-OCT-2004	3020741 29-NOV-2005	Registered

ANN CARES	LOFT IPCO LLC	USA	97207460 07-JAN-2022	--	Pending Intent to Use
ANN TAYLOR	LOFT IPCO LLC	USA	86005393 09-JUL-2013	5311531 17-OCT-2017	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	86000725 02-JUL-2013	5151458 28-FEB-2017	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	85699770 09-AUG-2012	4564791 08-JUL-2014	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	85517794 17-JAN-2012	4198062 28-AUG-2012	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	85356873 27-JUN-2011	4116293 20-MAR-2012	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	85058275 09-JUN-2010	3907931 18-JAN-2011	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	85006338 05-APR-2010	3876692 16-NOV-2010	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	77520340 11-JUL-2008	3690357 29-SEP-2009	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	78740040 25-OCT-2005	3090418 09-MAY-2006	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	78498984 13-OCT-2004	3078842 11-APR-2006	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	74334502 25-NOV-1992	1782601 20-JUL-1993	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	74304110 12-AUG-1992	1789470 24-AUG-1993	Registered
ANN TAYLOR	LOFT IPCO LLC	USA	73618514 08-SEP-1986	1444585 23-JUN-1987	Registered
ANNTAYLOR.	LOFT IPCO LLC	USA	74389865 11-MAY-1993	1881093 28-FEB-1995	Registered
ANNTAYLOR. LOFT ANN TAYLOR. LOFT	LOFT IPCO LLC	USA	74585175 13-OCT-1994	2061836 13-MAY-1997	Registered
ANNTAYLOR LOFT	LOFT IPCO LLC	USA	76417981 05-JUN-2002	2704411 08-APR-2003	Registered
ANN TAYLOR LOFT	LOFT IPCO LLC	USA	77857455 26-OCT-2009	3852568 28-SEP-2010	Registered
ANN TAYLOR LOFT	LOFT IPCO LLC	USA	78884243 16-MAY-2006	3202185 23-JAN-2007	Registered
ANN TAYLOR LOFT	LOFT IPCO LLC	USA	78499039 13-OCT-2004	3078844 11-APR-2006	Registered

ANN TAYLOR LOFT	LOFT IPCO LLC	USA	78260311 10-JUN-2003	2825310 23-MAR-2004	Registered
ASCENA	LOFT IPCO LLC	USA	85110081 18-AUG-2010	4165141 26-JUN-2012	Registered
AT 	LOFT IPCO LLC	USA	88147706 09-OCT-2018	6086402 23-JUN-2020	Registered
Design Only 	LOFT IPCO LLC	USA	86150006 20-DEC-2013	5428616 20-MAR-2018	Registered
DEVIN	LOFT IPCO LLC	USA	97730560 23-DEC-2022	--	Pending Intent to Use
HERLEAD	LOFT IPCO LLC	USA	87234501 11-NOV-2016	5381994 16-JAN-2018	Registered
INFINITELY LOFT	LOFT IPCO LLC	USA	88754614 10-JAN-2020	6107465 21-JUL-2020	Registered
INFINITE STYLE	LOFT IPCO LLC	USA	87779886 01-FEB-2018	5569238 25-SEP-2018	Registered
LOFT	LOFT IPCO LLC	USA	86062835 12-SEP-2013	5360223 19-DEC-2017	Registered
LOFT	LOFT IPCO LLC	USA	85517787 17-JAN-2012	4201711 04-SEP-2012	Registered
LOFT	LOFT IPCO LLC	USA	85058270 09-JUN-2010	3907930 18-JAN-2011	Registered
LOFT	LOFT IPCO LLC	USA	77540499 06-AUG-2008	3703017 27-OCT-2009	Registered
LOFT	LOFT IPCO LLC	USA	77520371 11-JUL-2008	3700020 20-OCT-2009	Registered
LOFT	LOFT IPCO LLC	USA	77256065 15-AUG-2007	3434715 27-MAY-2008	Registered
LOFT	LOFT IPCO LLC	USA	78790275 12-JAN-2006	3488664 19-AUG-2008	Registered
LOFT	LOFT IPCO LLC	USA	78790622 12-JAN-2006	3359615 25-DEC-2007	Registered
LOFTBEACH	LOFT IPCO LLC	USA	78924858 07-JUL-2006	3268087 24-JUL-2007	Registered
LOFT CARES	LOFT IPCO LLC	USA	77194364 31-MAY-2007	3699420 20-OCT-2009	Registered
LOFT LOVES TEACHERS	LOFT IPCO LLC	USA	77592354 14-OCT-2008	3697910 20-OCT-2009	Registered

LOFT NEXT DOOR	LOFT IPCO LLC	USA	87470366 31-MAY-2017	5675975 12-FEB-2019	Registered
LOFT PETITES	LOFT IPCO LLC	USA	78913015 21-JUN-2006	3350308 04-DEC-2007	Registered
LOFT WITH HEART	LOFT IPCO LLC	USA	97207465 07-JAN-2022	--	Pending Intent to Use
LOU & GREY	LOFT IPCO LLC	USA	86040227 16-AUG-2013	5438458 03-APR-2018	Registered
RESPONSIBLY, ANN	LOFT IPCO LLC	USA	97347563 05-APR-2022	--	Pending Intent to Use
RESPONSIBLY ANN	LOFT IPCO LLC	USA	86128449 25-NOV-2013	5329930 07-NOV-2017	Registered
SIGNATURESOFT	LOFT IPCO LLC	USA	88162367 19-OCT-2018	5757713 21-MAY-2019	Registered
SIGNATURE SOFTBLEND	LOFT IPCO LLC	USA	88630829 25-SEP-2019	6172856 13-OCT-2020	Registered
SO. CRAZY. COZY.	LOFT IPCO LLC	USA	87787903 07-FEB-2018	5560894 11-SEP-2018	Registered
SO. CRAZY. SOFT.	LOFT IPCO LLC	USA	87787945 07-FEB-2018	5560897 11-SEP-2018	Registered
SOFTSERVE	LOFT IPCO LLC	USA	88078124 14-AUG-2018	6034570 14-APR-2020	Registered
STYLEREWARDS	LOFT IPCO LLC	USA	97496844 11-JUL-2022	--	Pending Intent to Use
KNITWELL	Knitwell Group LLC	USA	97878388 07-APR-2023	--	Pending Intent to Use
KNITWELL GROUP	Knitwell Group LLC	USA	97878392 07-APR-2023	--	Pending Intent to Use