

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FILENE'S BASEMENT, LLC		12/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIMONT REAL ESTATE ADVISORS, LLC		
Street Address:	3500 Lenox Road NE, Suite G1		
Internal Address:	One Alliance Center		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5751614	A GREAT VALUE NEVER GOES OUT OF STYLE	
Registration Number:	1598979	AN EDUCATED CONSUMER	
Registration Number:	1047870	AN EDUCATED CONSUMER IS OUR BEST CUSTOME	
Registration Number:	3205783	RUNNING OF THE BRIDES	
Registration Number:	1379293	STANLEY BLACKER	
Registration Number:	2798478	THE BASEMENT	
Registration Number:	3761113	WHERE BARGAINS WERE BORN	
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>			
Email:	trademarks@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	2929 Arch Street, Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	120100		
NAME OF SUBMITTER:	Hilary Smoot		

CH \$190.00 5751614

SIGNATURE:	/Hilary Smoot/
DATE SIGNED:	08/08/2023
Total Attachments: 7 source=07. Trademark Security Agreement_Redacted#page1.tif source=07. Trademark Security Agreement_Redacted#page2.tif source=07. Trademark Security Agreement_Redacted#page3.tif source=07. Trademark Security Agreement_Redacted#page4.tif source=07. Trademark Security Agreement_Redacted#page5.tif source=07. Trademark Security Agreement_Redacted#page6.tif source=07. Trademark Security Agreement_Redacted#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 19, 2019, is made by **FILENE’S BASEMENT, LLC**, a Delaware limited liability company (the “**Grantor**”), to and for the benefit of **TRIMONT REAL ESTATE ADVISORS, LLC**, as Administrative Agent.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit Agreement, dated as of December 19, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement), by and among Trinity Place Holdings Inc., a Delaware corporation (the “**Borrower**”), the Guarantors from time to time party thereto, TPHS Lender LLC, as a lender (the “**Initial Lender**”), and Trimont Real Estate Advisors, LLC, as administrative agent (the “**Administrative Agent**”);

WHEREAS, reference is hereby made to that certain Pledge and Security Agreement, dated as of December 19, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors party thereto and the Administrative Agent;

WHEREAS, in accordance with the provisions of the Pledge and Security Agreement, the Grantor now desires to grant a security interest in and to certain Intellectual Property (as defined in the Pledge and Security Agreement), including, without limitation, the Trademark Collateral (as defined below) of the Grantor included as Collateral under the Pledge and Security Agreement, but excluding, for the avoidance of doubt, any Excluded Property (as defined in the Pledge and Security Agreement); and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for itself and the other Secured Parties, this Agreement for recording with the United States Patent and Trademark Office.

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

1. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Loan Documents, the Grantor hereby grants to Administrative Agent, on behalf of itself and the other Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks (as defined in the Pledge and Security Agreement), including the registrations and applications for registration referred to on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by the foregoing;

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including from any licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Authorization to Supplement.** Upon written request by Administrative Agent, the Grantor hereby agrees to amend Schedule 1 hereto to include any future Trademark registrations and applications for registration of the Grantor filed with the United States Patent and Trademark Office. Notwithstanding the foregoing, no failure to so amend Schedule 1 hereto shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.


4. **General Provisions.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS 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.**

[Remainder of Page Intentionally Blank]

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


"GRANTOR":

FILENE'S BASEMENT, LLC

By: 
Name: Steven Kahn
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY
ADMINISTRATIVE AGENT:

TRIMONT REAL ESTATE ADVISORS, LLC

By: 
Name: Steven M. Lauer
Title: Authorized Signatory


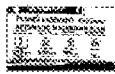
[Signature Page -- Trademark Security Agreement]

TRADEMARK
REEL: 008159 FRAME: 0246

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS			
<u>Trademark</u>	<u>Registration/Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
A Great Value Never Goes Out of Style	5,751,614	14-May-2019	United States of America
An Educated Consumer	1,598,979	29-May-1990	United States of America
An Educated Consumer is Our Best Customer!	1,047,870	07-Sep-1976	United States of America
Running of the Brides	3,205,783	06-Feb-2007	United States of America

<u>Trademark</u>	<u>Registration/Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
Stanley Blacker	1,379,293	21-Jan-1986	United States of America
SYMS An Educated Consumer is Our Best Customer*	67815	26-Dec-1990	Illinois
The Basement	2,798,478	23-Dec-2003	United States of America
Where Bargains Were Born	3,761,113	16-Mar-2010	United States of America
Syms An Educated Consumer Is Our Best Customer*	M82074	09-Jul-1991	State (Michigan)

<u>Trademark</u>	<u>Registration/Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
Syms An Educated Consumer Is Our Best Customer*	1631505	07-Feb-1991	State (Pennsylvania)
 Automatic Basement Bargain	29202	08-Mar-1979	State (Massachusetts)
 Automatic Markdown Plan	29203	08-Mar-1979	State (Massachusetts)
Syms An Educated Consumer Is Our Best Customer*	SM67241	23-May-1991	State (Ohio)
Syms An Educated Consumer Is Our Best Customer*	1031	22-Jun-2010	State (Virginia)

*indicates marks purchased out of bankruptcy which Borrower is precluded from using or maintaining. Therefore, no representations or warranties are made regarding these marks and the lien will not be recorded against them.