

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAVENDER STORES, L.P.		10/02/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	4251909	BOOTDADDY	
Registration Number:	5880024	BOOTDADDY	
Registration Number:	3209219	CAVENDER'S	
Registration Number:	5691807	CAVENDER'S 20X SOLID GOLD QUALITY HATS	
Registration Number:	3449196	CAVENDER'S A TEXAS ORIGINAL SINCE 1965	
Registration Number:	4858569	CAVENDER'S BELT COLLECTION	
Registration Number:	3341821	CAVENDER'S BOOT CITY	
Registration Number:	3426894	CAVENDER'S BOOT CITY	
Registration Number:	3448900	CAVENDER'S BOOT CITY SINCE 1965	
Registration Number:	3429393	CAVENDER'S COWBOY COLLECTION 6X QUALITYH	
Registration Number:	4624777	CAVENDER'S DON'T JUST WEAR IT. LIVE IT.	
Registration Number:	3940439	CAVENDER'S OUTFITTING THE WEST SINCE 196	
Registration Number:	3449195	CAVENDER'S SINCE 1965	
Registration Number:	3451975	CAVENDER'S SOLID GOLD 20X PREMIUM QUALIT	
Registration Number:	3466393	CAVENDER'S WESTERN OUTFITTER	
Registration Number:	3209200	CAVENDER'S WESTERN OUTFITTERS	
Registration Number:	5207803	COWBOY WORK WEAR	
Registration Number:	4605198	GET YOUR BOOTS ON!	
Registration Number:	6601986	JRC	

OP \$1040.00 4251909

Property Type	Number	Word Mark
Registration Number:	6601988	JRC & SONS BOOTMAKERS
Registration Number:	6601991	JRC & SONS BOOTMAKERS HANDMADE IN LEON,
Registration Number:	3381890	LARRO SHIRTS
Registration Number:	3762139	LUSKEY'S
Registration Number:	3762140	LUSKEY'S
Registration Number:	3762141	LUSKEY'S
Registration Number:	3500224	MAX WORK
Registration Number:	3555396	MAX · WORK
Registration Number:	7021526	
Registration Number:	5447510	NOT YOUR ORDINARY BOOT STORE
Registration Number:	5715439	QUALITY LARRO SHIRTS
Registration Number:	5691525	RAFTER C
Registration Number:	6591646	RED DIRT COLLECTION
Registration Number:	6849031	ROCKIN' C
Registration Number:	3884703	RYON'S
Registration Number:	3880426	RYON'S
Registration Number:	3891723	RYON'S
Registration Number:	3411216	TEXAS AUTHENTIC DRY GOODS
Registration Number:	3449359	WHERE COWBOYS GET THEIR BOOTS!
Registration Number:	3500211	WHERE THE OLD WEST MEETS THE NEW WEST!
Registration Number:	4477154	WIRED HEART
Registration Number:	5691806	WORK ZONE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@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:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	10/03/2023

Total Attachments: 8

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 2, 2023 (this “*Notice*”), made by CAVENDER STORES, L.P., a Delaware limited partnership (the “*Pledgor*”), in favor of Bank of America, N.A., as Collateral Agent (as defined below).

Reference is made to the ABL Security Agreement, dated as October 2, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among Cavender Intermediate Holdings, LLC, a Delaware limited liability company (“*Holdings LLC*”), Cavender Retail, LLC, a Delaware limited liability company (“*Holdings GP*”), Cavender Stores, L.P., a Delaware limited partnership (the “*Borrower*”), each Subsidiary of the Borrower from time to time party thereto and Bank of America, N.A., as collateral agent for the Secured Parties referred to therein (together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest, excluding any Excluded Property (collectively, the “*Trademark Collateral*”):

all Trademarks in the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each party hereto hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

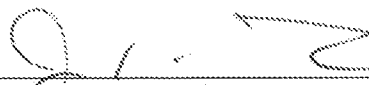
SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE)

BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF AND THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401 AND SECTION 5-1402).


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

CAVENDER STORES, L.P.

By: 
Name: James R. Thompson
Title: Secretary and Treasurer

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: NIGEL D. MCKESSIN
Title: SENIOR VICE PRESIDENT

TRADEMARKS AND TRADEMARK APPLICATIONS

No.	Trademark Name	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
1	BOOTDADDY cl 3, 21, & 25	76710965	3/20/2012	4251909	12/4/2012	Cavender Stores, L.P.
2	BOOTDADDY cl 14, & 33	88376062	4/8/2019	5880024	10/8/2019	Cavender Stores, L.P.
3	CAVENDER'S & Design	78886473	5/18/2006	3209219	2/13/2007	Cavender Stores, L.P.
4	CAVENDER'S 20X SOLID GOLD QUALITY HATS & Design	88100480	8/31/2018	5691807	3/5/2019	Cavender Stores, L.P.
5	CAVENDER'S A TEXAS ORIGINAL SINCE 1965 & Design	77316717	10/30/2007	3449196	6/17/2008	Cavender Stores, L.P.
6	CAVENDER'S BELT COLLECTION & Design	86590974	4/8/2015	4858569	11/24/2015	Cavender Stores, L.P.
7	CAVENDER'S BOOT CITY	78857531	4/10/2006	3341821	11/20/2007	Cavender Stores, L.P.
8	CAVENDER'S BOOT CITY & Design	78877231	5/5/2006	3426894	5/13/2008	Cavender Stores, L.P.
9	CAVENDER'S BOOT CITY SINCE 1965	77305273	10/16/2007	3448900	6/17/2008	Cavender Stores, L.P.
10	CAVENDER'S COWBOY COLLECTION 6X QUALITY HATS & Design	77102269	2/8/2007	3429393	5/20/2008	Cavender Stores, L.P.
11	CAVENDER'S DON'T JUST WEAR IT. LIVE IT. & Design	86233884	3/27/2014	4624777	10/21/2014	Cavender Stores, L.P.
12	CAVENDER'S OUTFITTING THE WEST SINCE 1965	85096588	7/30/2010	3940439	4/5/2011	Cavender Stores, L.P.
13	CAVENDER'S SINCE 1965 & Design	77316666	10/30/2007	3449195	6/17/2008	Cavender Stores, L.P.
14	CAVENDER'S SOLID GOLD 20X PREMIUM QUALITY HATS & Design	77102313	2/8/2007	3451975	6/24/2008	Cavender Stores, L.P.
15	CAVENDER'S WESTERN OUTFITTER	77305811	10/17/2007	3466393	7/15/2008	Cavender Stores, L.P.
16	CAVENDER'S WESTERN OUTFITTER & Design	78881660	5/11/2006	3209200	2/13/2007	Cavender Stores, L.P.
17	COWBOY WORK WEAR & Design	87061081	6/6/2016	5207803	5/23/2017	Cavender Stores, L.P.

18	GET YOUR BOOTS ON!	86193919	2/14/2014	4605198	9/16/2014	Cavender Stores, L.P.
19	JRC & Design	90517741	2/8/2021	6601986	12/28/2021	Cavender Stores, L.P.
20	JRC & SONS BOOTMAKERS	90517759	2/8/2021	6601988	12/28/2021	Cavender Stores, L.P.
21	JRC & SONS BOOTMAKERS & Design	90517774	2/8/2021	6601991	12/28/2021	Cavender Stores, L.P.
22	LARRO SHIRTS & Design	78879392	5/9/2006	3381890	2/12/2008	Cavender Stores, L.P.
23	LUSKEY'S cl 18	77530941	7/24/2008	3762139	3/23/2010	Cavender Stores, L.P.
24	LUSKEY'S cl 25	77530967	7/24/2008	3762140	3/23/2010	Cavender Stores, L.P.
25	LUSKEY'S cl 35	77530996	7/24/2008	3762141	3/23/2010	Cavender Stores, L.P.
26	MAX WORK	78871373	4/27/2006	3500224	9/9/2008	Cavender Stores, L.P.
27	MAX WORK & Design	78871389	4/27/2006	3555396	12/30/2008	Cavender Stores, L.P.
28	Miscellaneous Design (Quail logo)	90517784	2/8/2021	7021526	4/11/2023	Cavender Stores, L.P.
29	NOT YOUR ORDINARY BOOT STORE	87585889	8/28/2017	5447510	4/17/2018	Cavender Stores, L.P.
30	QUALITY LARRO SHIRTS & Design	88100540	8/31/2018	5715439	4/2/2019	Cavender Stores, L.P.
31	RAFTER C & Design	88054244	7/26/2018	5691525	3/5/2019	Cavender Stores, L.P.
32	RED DIRT COLLECTION	90163273	9/7/2020	6591646	12/14/2021	Cavender Stores, L.P.
33	ROCKIN' C	88690884	11/13/2019	6849031	9/20/2022	Cavender Stores, L.P.
34	RYON'S cl 18	77530951	7/24/2008	3884703	12/7/2010	Cavender Stores, L.P.
35	RYON'S cl 25	77530981	7/24/2008	3880426	11/23/2010	Cavender Stores, L.P.
36	RYON'S cl 35	77531007	7/24/2008	3891723	12/21/2010	Cavender Stores, L.P.
37	TEXAS AUTHENTIC DRY GOODS	77354528	12/18/2007	3411216	4/8/2008	Cavender Stores, L.P.

38	WHERE COWBOYS GET THEIR BOOTS!	77354982	12/18/2007	3449359	6/17/2008	Cavender Stores, L.P.
39	WHERE THE OLD WEST MEETS THE NEW WEST!	78852544	4/3/2006	3500211	9/9/2008	Cavender Stores, L.P.
40	WIRED HEART & Design	85872422	3/11/2013	4477154	2/4/2014	Cavender Stores, L.P.
41	WORK ZONE & Design	88100379	8/31/2018	5691806	3/5/2019	Cavender Stores, L.P.